
BIDDING DOCUMENT

For

THE PROCUREMENT OF Vehicle Hiring Services

Single-Stage: Two Envelope Bidding Procedure
National Competitive Bidding (NCB)
IFB No. MBUST/G/NCB-03/2080/81

**Madan Bhandari University of Science
and Technology**
Chitlang, Thaha Municipality Ward 9, Bagmati Province

Issued on: January 30, 2024

Issued to:

Abbreviations

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| BDS | Bid Data Sheet |
| BD | Bidding Document |
| DCS | Delivery and Completion Schedule |
| DP | Development Partner |
| EQC | Evaluation and Qualification Criteria |
| GCC | General Conditions of Contract |
| GoN | Government of Nepal |
| ICC | International Chamber of Commerce |
| IFB | Invitation for Bids |
| ITB | Instructions to Bidders |
| LGRS | List of Goods and Related Services |
| MBUST | Madan Bhandari University of Science and Technology |
| NCB | National Competitive Bidding |
| PAN | Permanent Account Number |
| PPMO | Public Procurement Monitoring Office |
| SBD | Standard Bidding Document |
| SBQ | Schedule of Bidder Qualifications |
| SCC | Special Conditions of Contract |
| SR | Schedule of Requirements |
| TS | Technical Specifications |
| VAT | Value Added Tax |

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Invitation for Bids

Madan Bhandari University of Science and Technology Chitlang, Thaha Municipality Ward 9, Bagmati Province

Invitation for Electronic Bids for the Vehicle Hiring Service for the University

IFB No.: MBUST/G/NCB-03/2080/81

Date of publication: January 30, 2024

1. Madan Bhandari University of Science and Technology (MBUST), has annual programme towards the cost of vehicle hiring service for transportation to the staff and students from Kathmandu to Chitlang, Thaha Municipality Ward 9, Bagmati Province and intends to apply part of the funds to cover eligible payments under the Contract for Supply of Vehicle Hiring Service Contract Identification No.: MBUST/G/NCB-03/2080/81. Bidding is open to all eligible Bidders.
2. The MBUST invites electronic bids from eligible bidders for the procurement of Vehicle hiring service under National Competitive bidding, Single Stage, Two Envelope procedures as specified in Public Procurement Act and Regulations:

Only eligible bidders meeting the following requirements should participate in this bidding:

- a) Experience of completion of minimum one long-term contract (at least of one-year duration) for supply of vehicle hiring service.
 - b) Submission of the letter of proof of test drive accompanied by MBUST staff to the Chitlang Thaha Municipality Ward 9, Bagmati Province through Thankot- Bhyangang – Chitlang along with vehicle driver to understand the road and challenges for all weather services.
3. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of MBUST, Chitlang Thaha Municipality Ward 9, Bagmati Province, Nepal, Telephone no. 9840088016 and 9849848053, email: info@mbust.edu.np or may visit PPMO's e-GP system www.bolpatra.gov.np/egp.
 4. Bidding documents are available online and can be downloaded from e-GP system: www.bolpatra.gov.np/egp. Interested bidders shall register in the e-GP system. Bidders, submitting their bids electronically, should deposit the non-refundable cost of bidding document amounting to NPR 3,000.00 in the account as specified below:
Name of the Bank: Nepal Bank Limited, Gabahal, Lalitpur
Name of the Office: Madan Bhandari University of Science and Technology
Office Account No.: 01800106701870000001
 5. Pre-bid meeting shall be held at MBUST Office, Chitlang Thaha Municipality Ward 9, Bagmati Province, Nepal at 11:00 AM, on February 16, 2024.
 6. Interested Bidders shall submit the electronic Bids through www.bolpatra.gov.np/egp to the Office of Madan Bhandari University of Science and Technology, Chitlang, Thaha Municipality Ward 9, Bagmati Province, Nepal on or before 13:00 PM, Friday, March 01, 2024
 7. Bids shall be opened in presence of Bidders' representatives who choose to attend at 14:00 PM on Friday, March 01, 2024 at the office of MBUST Office, Chitlang Thaha Municipality Ward 9, Bagmati Province. Bids must be valid for a period of 90 days from the day of bid opening and must be accompanied by scanned copy of bid security amounting to a minimum of **NRs 100,000.00** issued in the name of Madan Bhandari University of Science and Technology, Chitlang Thaha Municipality Ward 9, Bagmati Province, which shall be valid for minimum 30 days beyond the bid validity period (i.e. June 29, 2024).

8. If the last date of submission and opening falls on a government holiday then the next working day shall be considered the last day. In such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

General

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| 1. Scope of Bid | <p>1.1 The Purchaser <i>indicated in the BDS</i> issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification of contracts are <i>indicated in BDS</i>.</p> <p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form with proof of receipt; (b) if the context so requires, singular means plural and vice versa; and (c) “day” means calendar day. |
| 2. Source of Funds | <p>1.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) <i>indicated in the BDS</i> for which this Bidding Document is issued.</p> <p style="text-align: center;">Or</p> <p>DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) <i>indicated in the BDS</i> toward the cost of the project <i>named in the BDS</i>. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>1.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.</p> <p>1.3 Public Entity's Resources Funded.</p> |
| 3. Fraud and Corruption | <p>3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this::</p> |

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| | <p>(a) the Purchaser adopts, for the purposes of this provision, the terms as defined below:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP’s contractual rights of audit or access to information; and (vi) “integrity violation” is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard. <p>(b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;</p> |
| | <p>(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent,</p> |

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| | <p>collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.</p> <p>(d) DP will impose remedial actions on a firm or an individual, at any time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and</p> <p>(e) The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.</p> |
| | <p>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 :</p> <p>(a) give or propose improper inducement directly or indirectly,</p> <p>(b) distortion or misrepresentation of facts,</p> <p>(c) engaging in corrupt or fraudulent practice or involving in such act,</p> <p>(d) interference in participation of other competing bidders,</p> <p>(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,</p> <p>(f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price,</p> <p>(g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.</p> |
| | <p>3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:</p> <p>(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,</p> |

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| | <ul style="list-style-type: none"> (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) 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. (d) if the Successful Bidder fails to sign the Contract. |
| | <p>3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, may be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP including credit information bureau of Nepal.</p> <p>3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.</p> |
| | <p>3.6 Furthermore, Bidders shall be aware of the provisions of GCC 28.3.</p> |
| <p>4. Eligible Bidders</p> | <p>4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any <i>specified in the BDS</i>.</p> <p>4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Maximum number of partners in JV shall be as specified in BDS. In the case of a JV:</p> <ul style="list-style-type: none"> (a) all parties to the JV shall be jointly and severally liable; and (b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. <p>4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> (a) have controlling shareholders in common; |

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| | <ul style="list-style-type: none"> (b) receive or have received any direct or indirect subsidy from any of them; (c) have the same legal representative for purposes of this Bid; (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid. <p>4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>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.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> <p>4.7 Firms shall be excluded in any of the cases, if</p> <ul style="list-style-type: none"> (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 |
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| | preventing and combating fraud and corruption in projects financed by them. |
| | <p>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.</p> <p>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 <i>indicated in the BDS</i> at the time of bid submission and a declaration to submit the document(s) <i>indicated in the BDS</i> at the time of contract agreement shall only be eligible</p> <p>4.10 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p> |
| 5. Eligible Goods and Related Services | <p>5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country <i>specified in the BDS</i>.</p> <p>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</p> <p>5.3 The origin of goods and services is distinct from the nationality of the Bidder.</p> |
| 6. Site Visit | <p>6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.</p> <p>6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.</p> <p>6.3 The costs of visiting the Site shall be at the Bidder’s own expense.</p> |

Contents of Bidding Document

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| 7. Sections of the Bidding Document | <p>7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.</p> |
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| | <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Requirements <p>PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) • Section VIII. Contract Forms <p>7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited (in case of electronically submission) the cost of Bidding Document as stated in the invitation for bids.</p> <p>7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p> <p>7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document</p> |
| <p>8. Clarification of Bidding Document/P re-bid meeting</p> | <p>8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address <i>indicated in the BDS</i>. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit <i>specified in the BDS</i> prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2.</p> |

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| | <p>8.2 The purchaser may organize a pre-bid meeting of Bidders before the deadline for submission of Bids at the place, date and time as <i>specified in the BDS</i> to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.</p> |
| 9. Amendment of Bidding Document | <p>9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p> <p>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. Such Addendum notice shall also be published in the National newspaper.</p> <p>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.</p> |

Preparation of Bids

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| 10. Cost of Bidding | <p>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.</p> |
| 11. Language of Bid | <p>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 <i>specified in the BDS</i>. 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 <i>specified in the BDS</i>, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p> |
| 12. Documents Comprising the Bid | <p>12.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 12.2 and the other the Price Bid containing the documents listed in ITB 12.3, both envelopes enclosed together in an outer single envelope.</p> <p>12.2 The Technical Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Technical Bid; (b) Bid Security in accordance with ITB 21; |

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| | <ul style="list-style-type: none"> (c) alternative technical bids, at Bidder's option and if permissible, in accordance with ITB 14; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22; (e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (h) any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO, <i>required in the BDS.</i> <p>12.3 The Price Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) Price Bid Submission Letter and the applicable Price Schedules, in accordance with ITB 13, ITB 15, and ITB 16; (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 14; and (c) any other document required in the BDS. <p>12.4 The Bidder is solely responsible for the authenticity of the submitted documents.</p> <p>12.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive.</p> |
| 13. Letter of Bid and Price Schedules | <p>13.1 The Bidder shall submit the Bid Submission Letter using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>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</p> |
| 14. Alternative Bids | <p>14.1 Unless otherwise <i>indicated in the BDS</i>, alternative bids shall not be considered.</p> |

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| <p>15. Bid Prices and Discounts</p> | <p>15.1 The prices and discounts quoted by the Bidder in the Letter of Price bid and in the Price Schedules shall conform to the requirements specified below.</p> <p>15.2 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount, and the expected countries of origin of the Goods to be supplied under the contract.</p> <p>15.3 Prices quoted in the Price Schedules shall be included the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 38.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.</p> <p>15.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise <i>specified in the BDS</i>. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 31. However, if in <i>accordance with the BDS</i>, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>15.5 The Bidder's separation of price components in accordance with ITB 15.2 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>15.6 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.</p> |
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| | <p>15.7 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The discount and methodology for its application shall be quoted in Letter of Price Bid.</p> <p>15.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 15.7, provided the Price Bids for all lots are submitted and opened at the same time.</p> |
| 16. Currencies of Bid | 16.1 All Prices shall be quoted in Nepalese Rupees. |
| 17. Documents Establishing the Eligibility of the Bidder | <p>17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:</p> <ul style="list-style-type: none"> (a) complete the eligibility declarations in the Bid Submission Letter, included in Section IV, Bidding Forms; and (b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate. (c) submit the copy of the documents as <i>specified in Section III, Evaluation and Qualification Criteria</i>. |
| 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document | <p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.</p> <p>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.</p> <p>18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc.,</p> |

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| | <p>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.</p> <p>18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of 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.</p> |
| <p>19. Documents Establishing the Qualifications of the Bidder</p> | <p>19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III (Evaluation and Qualification Criteria). 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.</p> <p>19.2 If so <i>required in the BDS</i>, 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.</p> <p>19.3 If so <i>required in the BDS</i>, 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.</p> <p>19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:</p> <ol style="list-style-type: none"> Name and address of the Agent/Representative, The Agent/Representative providing type of services, Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment, Other agreement with Agent/Representative, if any, Bidder shall certify in the Letter of Authorization as follows: |

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| | <p>"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",</p> <p>If the agent has not been appointed:</p> <ol style="list-style-type: none"> Source of information about tender invitation, The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender, Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender, If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange. <p>19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3.</p> |
| 20. Period of Validity of Bids | <p>20.1 Bid shall remain valid for a period <i>specified in the BDS</i> after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p> <p>20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.</p> |
| 21. Bid Security | <p>21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as <i>specified in the BDS</i>.</p> |

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| | <p>21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> (a) original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) original copy of cash deposit voucher in the Purchaser's Account as <i>specified in BDS</i>. <p>In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.</p> <p>The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p> <p>21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid then bid shall be rejected.</p> <p>21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 42.</p> <p>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.</p> <p>21.6 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2 <ul style="list-style-type: none"> (i) during the period of bid validity specified by the Bidder on |
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| | <p>the Letter of Bid, in case of electronic submission;</p> <p>(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission.</p> <p>(b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 29.1;</p> <p>(c) a Bidder involves in fraud and corruption pursuant to clause 3.1;</p> <p>(d) the successful Bidder fails to:</p> <p>(i) furnish a performance security in accordance with ITB 41.1;</p> <p>(ii) sign the Contract in accordance with ITB 42.1; or</p> <p>(iii) accept the correction of arithmetical errors pursuant to clause 33.</p> <p>21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b).</p> |
| <p>22. Format and Signing of Bid</p> | <p>22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 12 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or online forms files as specified in ITB Clause 23.1(b). If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).</p> |

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| | <p>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 <i>specified in the BDS</i> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid.</p> <p>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.</p> |
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Submission and Opening of Bids

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| <p>23. Sealing and Marking of Bids</p> | <p>23.1 Unless otherwise specified in BDS, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Procedures for submission, sealing and marking are as follows:</p> <p>(a) Bidders submitting bids by mail, by hand or by Courier shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL TECHNICAL BID”, “ORIGINAL – PRICE BID”, “ALTERNATIVE” and “COPY No.... – TECHNICAL BID” and “COPY NO.... PRICE BID” as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.</p> <ol style="list-style-type: none"> i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline. ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system. iii. The registered bidders need to maintain their profile data required during preparation of bids. iv. In order to submit their bids the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be |
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- submitted along with the technical bid.
- v. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.
 - vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.
 - vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

The required forms and documents shall be part of technical bids.

| No. | Document | Requirement | Remarks |
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| 1. | Letter of Technical Bid | Mandatory | PDF |
| 2. | Bid Security/Bank Guarantee | Mandatory | PDF |
| 3. | Company registration Certificate | Mandatory | PDF |
| 4. | VAT registration Certificate | Mandatory (for domestic bidders only) | PDF |
| 5. | Business Registration Certificate | Mandatory | PDF |
| 6. | Tax Clearance Certificate/Tax return submission evidence/evidence of time extension | Mandatory (for domestic bidders only) | PDF |
| 7. | Power of Attorney of Bid signatory | Mandatory | PDF |
| 8. | Bank Voucher for cost of bid document | Mandatory | PDF |
| 9. | Joint venture agreement | Mandatory in case of JV Only | PDF |

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| 10. | Qualification Documents | Mandatory | PDF |
| | 11. Technical Specification | Mandatory | PDF or Online Forms |
| | 12. Delivery and Completion Schedule | Mandatory | PDF or Online Forms |
| | 13. Additional documents] specified in ITB 12.2 (h) | Mandatory (If any) | PDF |
| The required forms and documents shall be part of price bids. | | | |
| No. | Document | Requirement | Remarks |
| 1. | Letter of Price Bid | Mandatory | PDF |
| 2. | Completed Price Schedule | Mandatory | Online Forms |
| 3. | Additional Documents specified in ITB 12.3 (c) | Mandatory (If any) | PDF |
| <p><i>Note:</i></p> <p><i>a) The documents specified as “Mandatory” should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.</i></p> <p><i>b) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.</i></p> <p>viii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.</p> <p>ix. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.</p> <p>x. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.</p> | | | |

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| | <p>xi. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;</p> <p>aa) The e-submitted bids must be readable through PDF reader.</p> <p>bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.</p> <p>cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings, and conditions of contract.</p> <p>23.2 The inner and outer envelopes shall:</p> <p>(c) bear the name and address of the Bidder;</p> <p>(d) be addressed to the Purchaser in accordance with ITB 24.1; and</p> <p>(e) bear the specific identification of this bidding process indicated in BDS 1.1.</p> <p>23.3 The outer envelope and the inner envelope containing Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 27.1.</p> <p>23.4 The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7</p> <p>23.5 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.</p> |
| 24. Deadline for Submission of Bids | <p>24.1 Bids must be received by the Purchaser at the address and no later than the date and time <i>indicated in the BDS</i>. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.</p> |

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| | <p>24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> |
| 25. Late Bids | <p>25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p> |
| 26. Withdrawal, or Modification of Bids | <p>26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Procedures for withdrawal or modification of submitted bids are as follows:</p> <p>GoN Funded:</p> <ul style="list-style-type: none"> (i) Bids submitted in hard Copy <ul style="list-style-type: none"> a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: <ul style="list-style-type: none"> (aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and (bb) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24. (ii) E-submitted bids. <ul style="list-style-type: none"> 26.1 a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not be able to submit another bid for the same bid. <p>26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process.</p> <p>26.3 In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p> |

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| | <p>In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof.</p> <p>26.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time.</p> <p>26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.</p> |
| 27 Bid Opening | <p>27.1 The Purchaser's bid opening committee shall conduct the opening of Technical Bids in public in the presence of bidder or its representative who choose to attend at the address, date and time specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer shall reject the entire Bid.</p> <p>27.2 The opening committee shall download the e-submitted Technical Bid files. The e-procurement system allows the Purchaser to download the e-submitted Technical Bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid Opening Committee.</p> <p>27.3 Electronically submitted Technical Bid shall be opened at first in the same time and date as <i>specified above</i>. Electronic Bids shall be opened one by one and read out. The e-submitted Technical Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p> <p>27.4 Before opening the bids, the opening committee shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Next, envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. Price</p> |

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| | <p>Bids, both Original and Modification, will remain unopened in accordance with ITB 27.1.</p> <p>27.5 All other envelopes holding the Technical Bid shall be opened one at a time, and the following read out and recorded: the name of the Bidder; whether there is a modification; the presence of a Bid Security, and any other details as the Purchaser may consider appropriate. Only Technical Bids 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.</p> <p>27.6 The opening committee shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; 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 online when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.</p> <p>27.7 At the end of the evaluation of the Technical Bids, the purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the purchaser. Bidders shall be given at least 7 days' notice for the opening of Price Bids.</p> <p>27.8 The purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.</p> <p>27.9 The purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.</p> <p>27.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <p>(a) the name of the Bidder;</p> |
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| | <p>(b) whether there is a modification;</p> <p>(c) the Bid Prices, including any discounts and alternative offers; and</p> <p>(d) any other details as the purchaser may consider appropriate.</p> <p>Only Price Bids, discounts, modifications, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.</p> <p>27.11 The purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot/package if applicable), any discounts, modifications and alternative offers. 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.</p> |
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Evaluation and Comparison of Bids

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| 28 Confidentiality | <p>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 42.1.</p> <p>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.</p> <p>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.</p> |
| 29 Clarification of Bids | <p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Technical and Price 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 Technical Bid or prices in the Price 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 36. In case of e-submission of bid, upon notification from the purchaser, the bidder shall also submit the original of documents comprising the</p> |

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| | <p>Technical and Price Bids as per ITB 12.2 and ITB 12.3 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid may be rejected.</p> |
| 30 Deviations, Reservations, and Omissions | <p>30.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p> |
| 31. Examination of Bid | <p>31.1 The purchaser shall examine the Bid to confirm that all documents and technical information requested in ITB 12.1 have been submitted. If any of these documents or information (except alternative Bid which is optional) is missing, the bid shall be rejected.</p> <p>31.2 In case of e-submission bids, the Employer shall confirm that all the documents and information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.</p> |
| 32. Determination of Responsiveness | <p>32.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.1.</p> <p>32.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or</p> <p>(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> |

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| | <p>32.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.</p> <p>32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> <p>32.5 In case of e-submission bids, the purchaser evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/clarifications as per ITB Clause 29.1, the bid shall not be considered for further evaluation.</p> <p>32.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p> |
| <p>33. Non-material Non-conformi-ties</p> | <p>33.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.</p> <p>33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.</p> |

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| | <p>33.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.</p> <p>33.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 32.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.</p> |
| 34. Qualification of the Bidder | <p>34.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p> <p>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.1.</p> <p>34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.</p> |
| 35. Examination of Price Bids | <p>35.1 The purchaser shall examine the Price Bid to confirm that all documents and financial information requested in ITB 12.3 have been submitted. If any of these documents or information (except alternative Price Bid which is optional) is missing, the bid shall be rejected.</p> <p>35.2 In case of e-submission bids, the purchaser shall confirm that all the documents and financial information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.</p> |
| 36. Correction of Arithmetical Errors | <p>36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> 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; |

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| | <p>c) If there is a discrepancy between the bid price in the Summary of price schedule and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of price schedule will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and</p> <p>d) 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), (b) and (c) above.</p> <p>36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the bid security shall be forfeited.</p> |
| 37. Goods manufactured in Nepal to be procured | <p>37.1 If the price of goods manufactured in Nepal, are higher up to fifteen percent than that of manufactured in foreign countries, the goods manufactured in Nepal shall be preferred in the evaluation of the Bids.</p> <p>37.2 For granting such preference pursuant to 37.1, the bidder must submit the country of origin issued by competent authority stating that the value added of the goods in Nepal is more than 30 percent.</p> <p>37.3 In case of granting preference, responsive bids shall be classified in one of the two groups; Group A (bids offering Goods manufactured in Nepal) and Group B (bids offering Goods manufactured outside Nepal). Lowest evaluated bids from each group shall be identified and compared. If as a result of the comparison, the lowest evaluated bid is a bid from group B, the lowest evaluated bid from group B shall be compared with the lowest evaluated bid from group A after adding to the evaluated price of goods offered in the bid from group B, for the purpose of this comparison only, an amount equal to fifteen (15%) percent of the bid price. The lowest evaluated bid determined from this last comparison shall be selected.</p> <p>37.4 In supply, delivery and installation contracts in which there are a number of items of Goods and Related Services, preference margin shall not be applied to the whole package but only to the eligible domestically produced Goods within the package. In the comparison of Bids, only the price in each Bid of the Goods offered from outside Nepal shall be increased by fifteen (15%) percent.</p> |
| 38. Evaluation and Comparison of Bids | <p>38.1 The Purchaser shall evaluate and compare all substantially responsive Bids to determine the lowest evaluated bid.</p> <p>38.2 To evaluate a Price Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation</p> |

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| | <p>and Qualification Criteria. No other criteria or methodology shall be permitted.</p> <p>38.3 To evaluate a Price Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> (a) the bid price as quoted in accordance with ITB 15 as specified in BDS; (b) adjustment for correction of arithmetic errors in accordance with ITB 36.1; (c) adjustment due to discounts offered in accordance with ITB 15.7; (d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3 ; and (e) adjustment due to application of the evaluation criteria specified in the BDS from amongst those set out in Section III (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III. (f) adjustment due to the application of a margin of preference in accordance with ITB clause 37. <p>38.4 Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid, shall not be taken into account in bid evaluation.</p> <p>38.5 If this Bidding Document allows Bidders to quote separate prices for different lots/packages, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).</p> <p>38.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p> |
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| 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 cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. |
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Award of Contract

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| 40.Award Criteria | 40.1 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. |
| 41.Purchaser's Right to Vary Quantities at Time of Award | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages <i>indicated in the BDS</i> , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| 42.Notification of Intention to Award | <p>42.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 40.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>42.2 If no bidder submits an application pursuant to ITB 45.1 within a period of seven days of providing the notice under ITB 42.1, the Purchaser shall accept the bid selected in accordance with ITB 40.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.</p> <p>40.3 42.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p> |
| 43.Performance Security | 43.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, as specified below from Commercial Bank |

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| | <p>or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section VIII (Contract Forms) or another form acceptable to the Purchaser.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.</p> |
| | <p>43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security and black listing. In that event the Purchaser shall award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p> |
| 44. Signing of Contract | <p>44.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 43.</p> <p>44.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the <i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office</i>. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot/package numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract Price.</p> <p>44.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification pursuant to ITB 42.1, requests in writing the grounds on which its bid was not selected.</p> |

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| | <p>44.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 44.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.</p> |
| 45.Complaint and Review | <p>45.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of providing the notice under ITB 27.8 and ITB 42.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p> <p>45.2 An application filed after the deadline pursuant ITB 45.1 shall not be processed.</p> <p>45.3 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 45.1:</p> <ul style="list-style-type: none"> (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or (b) whether or not to reject an application. <p>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 <i>as stated in BDS</i>.</p> <p>45.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 45.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 45.1, 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 45.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.</p> <p>45.5 Late application filed after the deadline pursuant to ITB 45.4 shall not be processed.</p> <p>45.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 45.4, 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 45.3.</p> |

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| | <p>45.7 Within three (3) days of receipt of the notification pursuant to ITB 45.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.</p> <p>45.8 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 45.4.</p> <p>45.9 The Bidder, filing application pursuant to ITB 45.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law <i>as stated in BDS</i> with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 45.4. Application filed without furnishing the security deposit shall not be processed.</p> <p>45.10 If the claim made by the Bidder pursuant to ITB 45.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 45.9, within seven (7) days of such decision made.</p> <p>45.11 If the claim made by the Bidder pursuant to ITB 45.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 45.9 shall be forfeited.</p> |
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Section II. Bid Data Sheet

| A. Introduction | |
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| ITB 1.1 | Name of the Purchaser: Madan Bhandari University of Science and Technology, Chitlang Thaha Municipality -9 ,Bagmati Province |
| ITB 1.1 | Name and Identification number of the Contracts: Vehicle Hiring Service Contract Identification number: MBUST/G/NCB/03/2080/81 |
| ITB 2.1 | Source of Fund: <i>GoN Funded</i> |
| ITB 4.1 | Bidders from the following countries are not eligible: <i>Not Applicable</i> |
| ITB 4.2 | For GoN Funded: Maximum number of partner in a joint venture shall be: 3 (three) |
| ITB 4.9 | The foreign Bidder at the time of bid submission: <ul style="list-style-type: none"> ▪ shall submit Copy of firm registration in their respective countries ▪ Declaration to submit the required temporary registration certificates in Nepal within one month of contract agreement |
| ITB 5.1 | Goods and related services to be supplied from following countries are not eligible: <i>Not Applicable</i> |
| B. Bidding Document | |
| ITB 8.1 | For clarification purposes only, the Purchaser's address is: Attention: Mira Maharjan Name of the Purchaser: MBUST, Chitlang Thaha Municipality Ward 9 , Bagmati Province, Nepal Telephone: 9840088016 |

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| | Electronic mail address: info@mbust.edu.np |
| ITB 8.1 | The purchaser will respond in writing to any request for clarification provided that such request is received no later than 10days prior to the deadline date for submission of bid. |
| ITB 8.2 | <p>A Pre-Bid meeting “shall be” held</p> <p>Pre-Bid Meeting will Take place at the following date, time and place:</p> <p>Date: February 16, 2024</p> <p>Time: 11:00 AM</p> <p>Place: MBUST, Chitlang Thaha Municipality Ward 9, Bagmati Province, Nepal</p> |
| C. Preparation of Bids | |
| ITB 11.1 | The language of the Bid is: Nepali or English |
| ITB 12.1 (h) | <p>The Bidder shall submit the following additional documents with its Bid:</p> <ul style="list-style-type: none"> • Power of Attorney to sign the bid • Submission of the letter of proof of test drive accompanied by MBUST staff to the Chitlang Thaha Municipality Ward 9, Bagmati Province through Thankot-Bhyangang – Chitlang along with vehicle driver to understand the road and challenges for all weather services. |
| ITB 14.1 | Alternative Bids are not permitted |
| ITB 15.3 | The prices quoted by the Bidder shall <i>not be Adjustable</i> |
| ITB 17.1 (c) | <p>The Bidders shall submit:</p> <ul style="list-style-type: none"> • Copy of Firm Registration Certificate • Copy of VAT Registration Certificate, • Tax Clearance Certificate for the F/Y 2079/080 |

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| ITB 19.2 | A Manufacturer's Authorization letter: Not Applicable |
| ITB 19.3 | The Bidder <i>is</i> required to include with its bid, evidence that it will be represented by an Agent in Nepal. |
| ITB 20.1 | The bid validity period shall be 90 days. |
| ITB 21.1 | The bid must be accompanied by bid security, amounting to a <i>minimum of NRs.</i> 100,000.00, which shall be <i>valid for minimum 30 days</i> beyond the bid validity period (i.e. June 29, 2024). |
| ITB 21.2 | Not Applicable |
| ITB 22.1 | The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to sign the bid |
| D. Submission and Opening of Bids | |
| ITB 23.1 | Bidders shall have the option of submitting their bid: <i>by electronic only</i> . |
| ITB 24.1 | For bid submission purposes only, the Purchaser's address is: Madan Bhandari University of Science and Technology (MBUST) Chitlang Thaha Municipality -9 ,Bagmati Province |
| ITB 24.1 | The deadline for bid submission is: Date: March 01, 2024 Time: 13:00 PM |
| ITB 24.1 | If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed. |
| ITB 27.1 | The bid opening shall take place at: Date: March 01, 2024 Time: 14:00 PM Place: MBUST, Chitlang Thaha Municipality Ward 9, Bagmati Province, Nepal |
| ITB 27.1 | If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after |

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| | login simultaneously by two members of the Bid opening committee. |
| E. Evaluation and Comparison of Bids | |
| ITB 36.3 (a) | Bids will be evaluated lot by lot/package (may be multiple or single). If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison. |
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| F. Award of Contract | |
| ITB 40.1 | The maximum percentage by which quantities may be increased is: N/A The maximum percentage by which quantities may be decreased is: N/A |
| ITB 44.3 | No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000) |
| ITB 44.9 | The bidder, filling application pursuant to ITB 45.4, shall have to furnish a cash amount or Bank guarantee equal to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 27.8 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 42.1 |

Section III. Evaluation and Qualification Criteria

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

Table of Criteria

1. Evaluation Criteria

1.1 Technical Criteria

1.2 Economic Criteria

1.3 Multiple Contracts

2. Eligibility Criteria

2. Eligibility

Except Qualification Requirements mentioned as optional, which may be specified as per requirements, the Procuring Entity shall specify the following Qualification Requirements without any substantial deviation.

2.1 Eligibility

| Criteria | Compliance Requirements | | | Documents |
|-------------|-------------------------|-----------------------|--------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | Submission Requirements |
| | | All Partners Combined | Each Partner | |

2.1.1 Conflict of Interest

| | | | | | |
|--|-----------------------|-----------------------|-----------------------|----------------|-------------------------|
| No conflicts of interest in accordance with ITB 4.3. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Technical Bid |
|--|-----------------------|-----------------------|-----------------------|----------------|-------------------------|

2.1.2 Government/DP Eligibility

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|--|-----------------------|-----------------------|-----------------------|----------------|-------------------------|
| Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Technical Bid |
|--|-----------------------|-----------------------|-----------------------|----------------|-------------------------|

2.1.3 Government-Owned Entity

| | | | | | |
|--|-----------------------|-----------------------|-----------------------|----------------|--|
| Bidder required to meet conditions of ITB 4.5. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Technical Bid; Forms ELI – 1 and ELI - 2 |
|--|-----------------------|-----------------------|-----------------------|----------------|--|

2.1.4 UN Eligibility

| | | | | | |
|--|-----------------------|-----------------------|-----------------------|----------------|--------------------------------|
| Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.7. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Technical Bid Submission Sheet |
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2.1.5 Nationality

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|---|-----------------------|-----------------------|-----------------------|----------------|---|
| Nationality in accordance with ITB 4.8. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Technical Bid; Forms ELI – 1 and ELI – 2 with attachments |
|---|-----------------------|-----------------------|-----------------------|----------------|---|

2.1.6 Other Eligibility

| | | | | | |
|--|-----------------------|----------------|-----------------------|----------------|---------------------|
| Firm Registration Certificate | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |
| Business Registration Certificate | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |
| VAT and PAN Registration certificate (<i>only for domestic bidders</i>) | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |
| Tax Clearance Certificate/Tax return submission evidence/ evidence of time extension for the F/Y 2079/080 (<i>Only for domestic bidders</i>) | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |

2.2 Pending Litigation.

| Criteria | Compliance Requirements | | | | Documents |
|---|-------------------------|-----------------------|-----------------------|----------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 (Fifty) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities. | Must meet requirement | Not applicable | Must meet requirement | Not applicable | Form LIT - 1 |

2.3 Financial Situation

2.3.1 Historical Financial Performance

| Criteria | Compliance Requirements | | | | Documents |
|--|-------------------------|-----------------------|-----------------------|----------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Submission of audited balance sheets and income statements for the last one year to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive. | Must meet requirement | Not applicable | Must meet requirement | Not applicable | Form FIN – 1 |

2.3.2 Average Annual Turnover

| Criteria | Compliance Requirements | | | | Documents |
|----------------|-------------------------|-----------------------|-----------------------------------|----------------------------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Not Applicable | Must meet requirement | Must meet requirement | Must meet 25 % of the requirement | Must meet 40% of the requirement | Form FIN – 2 |

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

2.3.3 Financial Resources

| Criteria | Compliance Requirements | | | | Documents |
|----------------|-------------------------|-----------------------|-----------------------------------|-----------------------------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Not Applicable | Must meet requirement | Must meet requirement | Must meet 25 % of the requirement | Must meet 40 % of the requirement | Form FIN - 3 |

2.4 Experience

2.4.1 General Experience

| Criteria | Compliance Requirements | | | | Documents |
|----------------|-------------------------|-----------------------|-----------------------|----------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Not Applicable | Must meet requirement | Not applicable | Must meet requirement | Not applicable | Form EXP – 1 |

2.4.2 Specific Experience

| Criteria | Compliance Requirements | | | | Documents |
|--|-------------------------|-----------------------|----------------|----------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Experience of completion of minimum one long-term contract (at least of one-year duration) for supply of vehicle hiring service. | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP – 2 |
| Submission of the letter of proof of test drive accompanied by MBUST staff to the Chitlang Thaha Municipality Ward 9, Bagmati Province through Thankot-Bhyangang – Chitlang along with vehicle driver to understand the road and challenges for all weather services. (Note: The bidder shall contact MBUST for the test drive and get proof of test drive from MBUST and submit with the bid.) | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP – 2 |

2.4.3 Technical Experience (Optional)¹

| Criteria | Compliance Requirements | | | | Documents |
|-------------|-------------------------|---------------|--|--|-----------|
| Requirement | | Joint Venture | | | |

¹ For procurement that involves high-value and technically complex items only

| | Single Entity | All Partners Combined | Each Partner | One Partner | Submission Requirements |
|-----|-----------------------|-----------------------|----------------|----------------|-------------------------|
| N/A | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP – 3 |

2.4.4 Production Capacity (Optional)²

| Criteria | Compliance Requirements | | | | Documents |
|-------------|-------------------------|-----------------------|----------------|----------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| N/A | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP – 4 |

² For procurement that involves high-value and technically complex items only

Section IV. Bidding Forms

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Letter of Technical Bid

(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.: MBUST/G/NCB-03/2080/81

To:

**Madan Bhandari University of Science and Technology,
Chitlang, Thaha Municipality Ward 9, Bagmati Province**

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 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 **90** 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 as specified in ITB 41 for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (h) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

- (i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (k) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (l) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name _____

In the capacity of _____

Signed _____

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

Date _____

ELI-1: Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted.]

| | | |
|----|---|--|
| 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: | |

ELI-2: Joint Venture Information Form

Each member of the Joint Venture must fill out this form separately to provide information relating to each JV member.

| | | |
|---|---|---|
| 1. | Bidder's legal name: | <i>[insert full name]</i> |
| 2. | Joint Venture Partner's legal name: | <i>[insert full name of Joint Venture Partner]</i> |
| 3. | Joint Venture Partner's Country of Registration: | <i>[insert country of registration]</i> |
| 4. | Joint Venture Partner's Legal Address in Country of Registration: | <i>[insert street/number/town or city/country]</i> |
| 5. | Joint Venture Partner's Trading address | <i>[insert street/number/town or city/country]</i> |
| 6. | Joint Venture Partner's Year of Registration: | <i>[insert year of registration]</i> |
| 7. | Joint Venture Partner's Telephone/Fax numbers: | <i>[insert telephone/fax numbers, including country and city codes]</i> |
| 8. | Joint Venture Partner's Email Address: | <i>[insert email address]</i> |
| 9. | Joint Venture Partner's Authorized Representative Information: | |
| | Name: | <i>[insert full name]</i> |
| | Address: | <i>[insert street/number/town or city/country]</i> |
| | Telephone/Fax numbers: | <i>[insert telephone/fax numbers, including country and city codes]</i> |
| | Email Address: | <i>[insert email address]</i> |
| 1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8 2. Authorization to represent the firm named above, in accordance with ITB 22.2 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5 | | |

Form LIT 1: Pending Litigation Form

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

Choose one of the following:

- No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.
- Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).

| Year | Matter in Dispute | Value of Pending Claim in NRs | Value of Pending Claim as a Percentage of Net Worth |
|----------------------|--|-------------------------------|---|
| <i>[insert year]</i> | <ul style="list-style-type: none"> • Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i> • Name of Purchaser: <i>[insert full name]</i> • Address of Purchaser: <i>[insert street/city/country]</i> • Matter in dispute: <i>[indicate main issues in dispute]</i> • Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i> • Status of dispute: <i>[indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]</i> | <i>[insert amount]</i> | <i>[insert amount]</i> |
| | | | |
| | | | |
| | | | |

Financial Situation Form

Not Applicable

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: *[Insert Name of Joint Venture Partner]*

| Year 1: | Year 2: | Year 3: |
|---------|---------|---------|

Information from Balance Sheet

| | | | |
|---------------------|--|--|--|
| Total Assets | | | |
| Total Liabilities | | | |
| Net Worth | | | |
| Current Assets | | | |
| Current Liabilities | | | |
| Working Capital | | | |

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).

Form FIN-2: Average Annual Turnover Form The

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: [Insert Name of Joint Venture Partner]

| Annual Turnover Data for the Last 3 Years | |
|---|--------------------|
| Year | Amount (in NRs) |
| Not Applicable | |
| | |
| | |
| Average Annual Turnover | |

Form FIN-3: 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 | Not Applicable | |
| 2 | | |
| 3 | | |
| | | |

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

Form EXP-1: General Experience

[The following table shall be filled in for the Bidder and for each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]

[Identify contracts that demonstrate continuous supply over the past [number] years. List contracts chronologically, according to their commencement (starting) dates.]

| General Experience | | | |
|------------------------|------------------------|--|--|
| Starting Year | Ending Year | Contract Identification | Role of Bidder |
| <i>[indicate year]</i> | <i>[indicate year]</i> | <ul style="list-style-type: none"> Contract name: <i>[insert full name]</i> Brief description of the supply performed by the Bidder: <i>[describe supply performed briefly]</i> Amount of contract: <i>[insert amount]</i> Name of Purchaser: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> | <i>[insert "Prime Supplier" (Single entity or JV member) or "Subcontractor"]</i> |
| | | | |
| | | | |
| | | | |

Form EXP-2: Specific Experience Form

[The following table shall be filled in for contracts performed by the Bidder and by each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]

| Contract of Similar Nature | | | | | | | |
|---|---|---|-----------------------|--|---|---|---------------------------------------|
| Item | Information | | | | | | |
| Contract Identification | <i>[insert contract name and reference identification number, if applicable]</i> | | | | | | |
| Award date | <i>[insert day, month, year, e.g., 10 January, 2022]</i> | | | | | | |
| Completion date | <i>[insert day, month, year, e.g., 12 July, 2022]</i> | | | | | | |
| Role in Contract <i>[check the appropriate box]</i> | <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; border-bottom: 1px solid black; padding: 5px;">Prime supplier</td> <td rowspan="2" style="text-align: center; vertical-align: middle; padding: 5px;">Sub-contractor <input type="checkbox"/></td> </tr> <tr> <td style="text-align: center; padding: 5px;">Single entity <input type="checkbox"/></td> <td style="text-align: center; padding: 5px;">JV Member <input type="checkbox"/></td> </tr> </table> | | Prime supplier | | Sub-contractor <input type="checkbox"/> | Single entity <input type="checkbox"/> | JV Member <input type="checkbox"/> |
| Prime supplier | | Sub-contractor <input type="checkbox"/> | | | | | |
| Single entity <input type="checkbox"/> | JV Member <input type="checkbox"/> | | | | | | |
| Total, Contract amount | <i>[insert total contract amount]</i> | <i>[Insert Currency]</i> | | | | | |
| Description of the contract performed by the Bidder | <i>[Insert brief description of contract to justify similarity]</i> | | | | | | |
| If partner in a JV or subcontractor, specify participation of total Contract amount | <i>[Insert percent of total]</i> | <i>[Insert Amount]</i> | | | | | |
| Purchaser's Name: | <i>[Insert full name]</i> | | | | | | |
| Purchaser's Address: | <i>[indicate street / number / town or city / country]</i> | | | | | | |
| Purchaser's Telephone/fax number: | <i>[insert telephone/fax numbers, including country and city area codes]</i> | | | | | | |
| Purchaser's E-mail: | <i>[insert E-mail address, if available]</i> | | | | | | |

The Bidder shall complete this form for each contract completed.

Form Spec-1: Bidder's proposed Specification Form

Not Applicable

The bidder shall fill this form to provide the information on technical specifications and standards of offered goods. Bidder's Proposed Technical Specifications and Standards in column 4 shall comply with the Purchaser Requirement (Specifications and standards) specified by the Purchaser in the Schedule of Requirements.

| Item No. | Name of Goods or Related Service | Country of Origin and Brand | Bidder's Proposed TS and Standards | Reference page/no. / Catalogue page/no. | Status of compliance³ |
|--------------------------|---|--|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| <i>[insert item No.]</i> | <i>[insert name]</i> | <i>[insert country of Origin and Brand name]</i> | <i>[insert TS and Standards]</i> | <i>[insert reference page or no. / catalogue page or no. if any]]</i> | <i>[insert status]</i> |
| | | | | | |
| | | | | | |
| | | | | | |

³ *The bidder shall state as Fully compliance or Partially compliance or Compliance*

Form Del-2: Bidder's proposed Delivery Date

The bidder shall fill this form to provide the information on delivery date of offered goods. Bidder's offered delivery date in column 6 shall comply with the Purchaser Requirement (Delivery and Completion Schedule) specified by the Purchaser in the Schedule of Requirements.

| Line Item No | Description of Goods | Quantity | Physical unit | Final Destination as specified in BDS | Bidder's offered Delivery date [to be provided by the bidder] |
|-------------------------|---|---|--|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| <i>[insert item No]</i> | <i>[insert description of Goods]</i> | <i>[insert quantity of item to be supplied]</i> | <i>[insert physical unit for the quantity]</i> | <i>[insert place of delivery]</i> | <i>[insert the number of days following the date of effectiveness the Contract]</i> |
| 1 | Vehicle Hiring Service with fuel and a driver | 1 | Unit | Center for Energy Studies (CES), Institute of Engineering (IOE), Pulchowk, Kathmandu to MBUST Campus Premise Chitlang, Thaha Municipality ward -9 (both ways daily) | Six days weekly. |
| | | | | | |
| | | | | | |

Bid Security

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

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

Date:*[insert date]*

Beneficiary: Madan Bhandari University of Science and Technology (MBUST)

BID GUARANTEE No.:*[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of **Supply of Vehicle Hiring Services** under Invitation for Bids No. **MBUST/G/NCB-03/2080/81**("the IFB").

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

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

- (a) has withdrawn or modifies its Bid:
 - i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission
 - (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) changes the prices or substance of the bid while providing information pursuant to clause 29.1 of ITB; or
- (d) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (e) is involved in fraud and corruption in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of

the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder’s bid which comes to be *[insert the date]*.

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

Letter of Price Bid

The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.

Date:

Name of the contract: Vehicle Hiring Services

Invitation for Bid No.: MBUST/G/NCB-03/080/81

To:

Madan Bhandari University of Science and Technology
Chitlang, Thaha Municipality Ward 9, Bagmati Province

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the **Section V** (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:

[Incase of only one lot/package, insert the total Bid Price in words and figures];

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

The discounts offered are: *[specify in detail each discount offered]*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for a period of **90** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, 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 the Bidding Document;

- (g) 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;
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.
- (j) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.

Name:

In the capacity of.....

Signed

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

Date.....

Price Schedule for Goods

Invitation for Bid No.: MBUST/G/NCB-03/2080/81

Name of Bidder _____

| Item | Description | Unit | Quantity | Unit price* (in NRs) | | Total price (in NRs) |
|------|--|---------|----------|-------------------------|----------|----------------------|
| | | | | In Figure | In Words | |
| 1 | 2 | 3 | 4 | 5 | | 4x5=7 |
| 1 | Fully Air conditioned, dust proof and with good shock suspension Vehicle Coaster or equivalent (Minimum 25 seater) for staff and student travel from Center for Energy Studies (CES), Institute of Engineering (IOE), Pulchowk, Kathmandu to MBUST Campus Premise Chitlang, Thaha Municipality ward -9 (both ways daily) with fuel and a driver six days weekly. | Monthly | 12 | | | |
| 2 | Any additional trips/drives out of the route | km | 1000 | | | |
| 3 | Over night stay | Nights | 20 | | | |
| | Total | | | | | |
| | VAT | | | | | |
| | Grand Total | | | | | |

Name:

Notes ⁴ All cost for the vehicle has to be included, MBUST will not pay for any of the periodic and emergency maintenance costs. All cost for the staffs as per prevailing rules and regulation of GoN related to recruitment including salary, bonus and all allowances should be included in the bid price.

In the capacity of.....

Signed

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

Date.....

Section V. Schedule of Requirements

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1. List of Goods and Related Services

| Item No. | Name of Goods or Related Services | Description | Unit of Measurement | Quantity |
|----------|--|--|---------------------|----------|
| 1 | Fully Air conditioned, dust proof and with good shock suspension Vehicle Coaster or equivalent (Minimum 25 seater) for staff and student travel from Center for Energy Studies (CES), Institute of Engineering (IOE), Pulchowk, Kathmandu to MBUST Campus Premise Chitlang, Thaha Municipality ward -9 (both ways daily) with fuel and a driver 6 days weekly. | Fully Air conditioned, dust proof and with good shock suspension Vehicle Coaster or equivalent (Minimum 25 seater) for staff and student travel from Center for Energy Studies (CES), Institute of Engineering (IOE), Pulchowk, Kathmandu to MBUST Campus Premise Chitlang, Thaha Municipality ward -9 (both ways daily) with fuel and driver six days weekly. | Monthly | 12 |

Delivery and Completion Schedule

| Line Item No | Description of Goods | Quantity | Physical unit | Final Destination | Delivery Date |
|--------------|--|----------|---------------|---|--|
| 1. | 2 | 3 | 4 | 5 | 6 |
| 1 | Fully Air conditioned, dust proof and with good shock suspension Vehicle Coaster or equivalent (Minimum 25 seater) for staff and student travel from Center for Energy Studies (CES), Institute of Engineering (IOE), Pulchowk, Kathmandu to MBUST Campus Premise Chitlang, Thaha Municipality ward -9 (both ways daily) with fuel and a driver 6 days weekly. | 12 | Monthly | Madan Bhandari University of Science and Technology, Chitlang, Thaha Municipality Ward 9, Bagmati Province | Every day except when not required. |
| 2 | Any additional trips/drives out of the route | 1000 | Km | Route as required | Whenever required |
| 3 | Over night stay | 20 | Nights | Destination as required | Whenever required |

Note: The vehicle should be available for additional trips to various destinations. For additional trips payment to be made based on the mileage and out station costs.

Terms of Reference for Vehicle Hiring Services

Madan Bhandari University of Science and Technology
Chitlang, Thaha Municipality Ward 9, Bagmati Province
Contract ID No. MBUST/G/NCB-03/2080/81

Introduction of the University

The Madan Bhandari University of Science and Technology (MBUST) was established on August 3, 2022, following the promulgation of the MBUST Act, as a research-oriented, multidisciplinary university that would serve as a means of assisting Nepal in upgrading the production technology by developing new knowledge and technology and producing human resources with capacity to engage in Research, Development and Innovation (RDI) and improving livelihood of the people. In order to contribute significantly to the nation's rapid economic growth, MBUST plans to integrate its academic initiatives and research with sectors of the economy following a problem-based learning approach. The MBUST vision is to be a world-class university and the mission is to build prosperous and just Nepal.

Madan Bhandari University of Science and Technology is located at Chitlang, Thaha Municipality Ward 9, Bagmati Province. The first academic session has commenced from December 01, 2023, therefore the vehicle is required for commuting from CES Building in to Chitlang.

The service requirements are as follows:

| Package. No | Type of Vehicle | No. of Vehicles | Usage |
|-------------|---|-----------------|---|
| 1 | Fully Air conditioned, dust proof and with good shock suspension Vehicle Coaster or equivalent (Minimum 25 seater) for staff and student travel from Center for Energy Studies (CES), Institute of Engineering (IOE), Pulchowk, Kathmandu to MBUST Campus Premise Chitlang, Thaha Municipality ward -9 (both ways daily) with fuel and a driver six days weekly | 1 | To be used mostly up to 26 days in a month for one year |

1. The hiring of vehicles is for the period of one year, however the contract may be extended/renewed in each year for additional 1 years under the same terms and conditions based on the performance of the Service Provider, business need of the Employer and

availability of the budget.

2. The vehicle is to be hired from the effective date April 1, 2024.
3. The start and releasing point of vehicle will be to and from Center for Energy Studies (CES), Institute of Engineering (IOE), Pulchowk, Kathmandu to MBUST Campus Premise Chitlang, Thaha Municipality ward -9.
4. The vehicle should be Diesel or Petrol engine. Vehicle with LPG engine will not be accepted.
5. The vehicle must be in excellent condition and must have registered after January 01, 2015. Charges must be quoted as per the models specified in the financial bid form.
6. The vehicle will be required for monthly basis. And the payment shall be made to Service provider on monthly basis. The University will be closed on the following public holidays and Saturdays only. The list of public holidays are:
 - i. Basanta Panchami – 1 day
 - ii. Democracy Day – 1 day
 - iii. Shiva Ratri – 1 day
 - iv. Fagu Purnima – 1 day
 - v. Dashain Holidays – 6 days
 - vi. New Year (Nepali) -1 day
 - vii. Bussaha Jayanti – 1 day
 - viii. Constitution Day – 1 day
 - ix. Tihar Holidays -3 days
7. The Service Provider shall be responsible for regular maintenance and servicing of the vehicles.
8. In case, the vehicle is not in a working condition, the Service Provider must forthwith provide replacement of the vehicle with better quality or equivalent.
9. The Service Provider shall be responsible for the renewal of bluebook as well as pollution sticker. The contract price shall be inclusive of all types of taxes, duties, levies, check gate, parking, and service charges. No variation in above taxes, duties etc. will be entertained during the contract period and no escalation in price on account of any reason whatsoever will be allowed during the contract period.
10. The Service Provider shall be responsible for the insurance of the Vehicles as well as of the

Drivers for the contract period against any loss or damage to the vehicle and against personal injury or death of Service Provider's employee or Employer's personnel or guest or any other person (third party)

11. All maintenance servicing of the vehicles should be done by the Service Provider at their own cost. The interior and exterior conditions of the vehicles should be well maintained.
12. During the contract period, all safety measures must be taken care of by the Service Provider for the vehicle and the personnel engaged under this contract. Any safety hazards, occurring during the lease period, shall be the sole responsibility of the Service Provider.
13. The Employer shall in no way be liable for any loss or damage occurring during contract period.
14. In case of any damage in the vehicle, the Service Provider will be responsible for repair and maintenance of the vehicle and will replace the vehicle within one hour. The Employer will not pay any type of compensation for replacement/maintenance/ damage of the vehicle.
15. The vehicles, provided to the Employer, must have valid permits from the concerned authorities.
16. The driver provided for the vehicles must have a valid driving license from the Department of Transport Management and must have Nepali citizenship.
17. The driver must have at least 5 years driving experience.
18. The Service Provider shall be abided by all statutory laws, rules and regulations of the Government of Nepal. The drivers must follow traffic rules and other applicable regulations prescribed by the Government of Nepal from time to time. Penalties, imposed against the violation of applicable traffic rules and other regulations, shall be for the Service Provider's Account.
19. The drivers must observe all etiquette and protocol while performing the duty. Driver must be neatly dressed, should wear proper uniform at the time of engagement for which no extra payment will be provided and must have a mobile phone in working condition, for which, no separate payment shall be made by the Employer.
20. The Service Provider must provide Monthly Wages/ Salary/benefits to the drivers not less than as defined by the Labour Act of Nepal.
21. Copies of Registration, Insurance of Vehicle & Driving License of Driver must be produced

before engagement of vehicle.

22. The Service Provider shall be responsible for any thefts/ burglary/ damage caused to the employee/ guest of the Employer travelling in the vehicle. The compensation arising out of such activities shall be borne by the Service Provider
23. In case of the absence or unavailability of the Driver, the Service Provider must forthwith provide as a replacement, a person of equivalent or better experience and having valid driving license. For replacement of driver prior approval of the Employer will be needed.
24. The contract cannot be outsourced to any third party
25. Total service down time excluding routine maintenance in a year should not exceed 7 days. If exceed, 5% penalty of annual hired value of vehicle will be charged to the Service Provider.
26. In case of frequent violation of the terms and conditions, the contract can be terminated forthwith at the cost of the agency
27. The contract may be terminated before the completion of the contract depending upon the performance of the Service Provider and business need of the Employer. The vehicle can be de-hired at any point of time, giving prior notice of one month considering the requirement of the Organization for which no payment will be made by the Employer. In case of unsatisfactory services, the contract may be terminated giving one week's notice
28. The Employer shall not entertain any claim on the "displacement from job" after completion of the contract. There shall be no physical or moral pressure on the Employer in this regard.
29. The vehicle must be resistant to dust, and all of its windows should be securely locked.
30. The vehicle must have Good shock suspension.

5. Inspections and Tests

Not Applicable

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

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| 1. Definitions | <p>1.1. The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto. (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. (d) “Day” means calendar day. (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract. (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (g) “GCC” means the General Conditions of Contract. (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC). (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC. (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, |
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| | <p>training and initial maintenance and other similar obligations of the Supplier under the Contract.</p> <p>(l) “SCC” means the Special Conditions of Contract.</p> <p>(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.</p> <p>(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.</p> <p>(o) “GoN” means the Government of Nepal.</p> <p>(p) “The Site,” where applicable, means the place named in the SCC.</p> |
| 2. Contract Documents | <p>2.3 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.</p> |
| 3. Fraud and Corruption | <p>3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of GCC Clause 34.1 shall apply.</p> <p>For the purposes of this Sub-Clause:</p> <p>(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;</p> <p>(ii) “fraudulent practice”⁵ 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;</p> |

⁵ 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.

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| | <p>(iii) “collusive practice”⁶ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice”⁷ 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;</p> <p>(v) “obstructive practice” is</p> <p>(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</p> <p>(bb) acts intended to materially impede the exercise of the GoN/DP’s inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.</p> <p>Without prejudice to any other rights of the Purchaser under this Contract, GoN may blacklist a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:</p> <p>if it is established that the Supplier committed acts specified in ITB 3.2,</p> <p>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.</p> |
| 4. Interpretation | <p>If the context so requires it, singular means plural and vice versa.</p> <p>Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether</p> |

⁶ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁷ a “party” refers to a participant in the procurement process or contract execution.

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| | <p>written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>Amendment</p> <p>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.</p> <p>Nonwaiver</p> <p>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.</p> <p>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.</p> <p>Severability</p> <p>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.</p> |
| 5. Language | <p>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.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> |

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| 6. Joint Venture, Consortium or Association | <p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p> <p>6.2 The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract.</p> |
| 7. Notices | <p>7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.</p> <p>7.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.</p> |
| 8. Governing Law | <p>8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.</p> |
| 9. Settlement of Disputes | <p>9.1 The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>9.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.</p> |
| 10. Scope of Supply | <p>10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.</p> <p>10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p> |
| 11. Delivery | <p>11.1. Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.</p> |

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| 12. Supplier's Responsibilities | 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11. |
| 13. Purchaser's Responsibilities | <p>13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.</p> <p>13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.</p> |
| 14. Contract Price | <p>14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.</p> <p>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.</p> |
| 15. Terms of Payment | <p>15.1 The Contract Price shall be paid as specified in SCC.</p> <p>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.</p> <p>15.3 Unless otherwise specified in the SCC, the Purchaser shall retain from each payment due to the Contractor the proportion stated in the SCC. Half of the total amount retained shall be repaid 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 and half when the supplier has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.</p> <p>15.4 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.</p> <p>15.5 Payments shall be made to the Supplier under this Contract in Nepalese Currency.</p> <p>15.6 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.4, the Purchaser shall pay to the Supplier interest on the amount of such</p> |

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| | <p>delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.</p> |
| 16. Taxes and Duties | <p>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</p> |
| 17. Performance Security | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 18. Copyright | <p>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.</p> |
| 19. Confidential Information | <p>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.</p> |

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| | <p>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <p>19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p> |
| 20. Subcontracting | <p>20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.</p> |
| 21. Specifications and Standards | <p>21.1 Technical Specifications and Drawings</p> <ul style="list-style-type: none"> (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract. (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or |

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| | <p>designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.</p> <p>21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.</p> |
| 22. Packing and Documents | <p>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.</p> <p>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.</p> |
| 23. Insurance | <p>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.</p> |
| 24. Transportation | <p>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.</p> |
| 25. Inspections and Tests | <p>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</p> |

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| | <p>Related Services as are specified in Sections V, Schedule of Requirements.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.</p> <p>25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the</p> |
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| | Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 26. Liquidated Damages | <p>26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.</p> |
| 27. Warranty | <p>27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.</p> <p>27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.</p> <p>27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> |

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| <p>28. Patent Indemnity</p> | <p>28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |
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| | 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 | <p>29.1 Except in cases of gross negligence or willful misconduct :</p> <ul style="list-style-type: none"> (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement. |
| 30. Change in Laws and Regulations | <p>30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.</p> |
| 31. Force Majeure | <p>31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions,</p> |

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| | <p>fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> |
| 32. Change Orders and Contract Amendments | <p>32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and (d) the Related Services to be provided by the Supplier. <p>32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
| 33. Extensions of Time | <p>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 twenty one (21) 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</p> |

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| | <p>Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>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.</p> |
| 34. Termination | <p>34.1 Termination for Default</p> <p>(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:</p> <ul style="list-style-type: none"> (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33; (ii) if the Supplier fails to perform any other obligation under the Contract. (iii) The supplier uses the advance payment for matters other than the contractual obligations. (iv) The purchaser may terminate the contract at any time in the following condition. <ul style="list-style-type: none"> (a) does not commence the work as per the contract, (b) abandons the contract with out completing, (c) fails to achieve progress as per the contract. <p>(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 pay to the Purchaser for whole costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive</p> |

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| | <p>practices, as defined in GCC Clause 3, in competing for or in executing the Contract.</p> <p>34.2 Termination for Insolvency</p> <p>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.</p> <p>34.3. Termination for Convenience</p> <p>(a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p> |
| 35. Assignment | <p>35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p> |

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.

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| GCC 1.1(i) | The Purchaser's country is: <u>Nepal</u> |
| GCC 1.1(j) | The Purchaser is: Madan Bhandari University of Science and Technology (MBUST) , Chitlang, Thaha Municipality Ward 9, Bagmati Province, Nepal |
| GCC 1.1 (p) | The Site is: Bhandari University of Science and Technology (MBUST) Chitlang, Thaha Municipality Ward 9, Bagmati Province, Nepal |
| GCC 5.1 | The language shall be: <i>Nepali or English</i> |
| GCC 7.1 | <p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Name and Address of the Purchaser: Madan Bhandari University of Science and Technology (MBUST) Chitlang, Thaha Municipality Ward 9, Bagmati Province, Nepal</p> <p>Telephone number: Telephone: 9840088016 and 9849848053</p> <p>Electronic mail address: info@mbust.edu.np,</p> |
| | <p>For <u>notices</u>, the Suppliers's address shall be:</p> <p>Name and Address of the Supplier:</p> <p>Telephone number:</p> <p>Facsimile number:</p> <p>e-mail Address:</p> |
| GCC 9.2 | In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at Lalitpur |
| GCC 10.1 | The Scope of Supply shall be defined in <i>Section V, Schedule of Requirements</i> |
| GCC 11.1 | <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; b) Delivery note, or truck receipt; |

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| | <p>c) Manufacturer's warranty certificate;</p> <p>d) Inspection certificate issued by the purchaser;</p> <p>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.</p> |
| 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 | <p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p>1. The payment shall be made: (a) through accounts division /unit of the Purchaser</p> |
| GCC 15.1 | <p>Payments shall be made in Nepalese Rupees in the following manner:</p> <p>a) On hiring of services : Payment shall be made on monthly basis upon submission of tax invoice and monthly log book verified by the purchaser within 7 days of the following month.</p> <p><i>TDS shall be deducted as per prevailing tax law of Nepal</i></p> |
| GCC 15.3 | The proportion of payments retained is: <i>Not Applicable</i> |

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| <p>GCC 17.1</p> | <p>The Supplier shall provide a Performance Security as follows:</p> <ol style="list-style-type: none"> I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. II. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: <p>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p> <p>The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of 13 months from the date of contract signing.</p> <p>The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.</p> |
| <p>GCC 17.3</p> | <p>The types of acceptable Performance Securities are: A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or reputable bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p> |

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| GCC 22.2 | <p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ul style="list-style-type: none"> a. Contract number b. Name and address of the Purchaser: c. Country of origin, d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of content <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p> |
| GCC 23.1 | <p>The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on “All Risks” basis, including War Risks, riots and/or Strikes.</p> |
| GCC 24.1 | <p>Obligations for transportation of the Goods shall be in accordance with:</p> <p><i>The supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site, transport to such place of destination including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.</i></p> |
| GCC 25.2 | <p>Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places:</p> <p>Goods: <u>Vehicle Hiring</u></p> <p>Type of Test: <u>Vehicle and Driver Operational Test</u></p> <p>Time or Milestone: Travel from and to the sites as specified in TOR</p> <p>Place: Chitlang, Bagmati Province, Nepal</p> |
| GCC 26.1 | <p>The applicable rate of liquidated damages shall be <i>0.05 percent of the Contract Price per day</i></p> |

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| GCC 26.1 | <p>The maximum amount of liquidated damages shall be: <i>ten (10) percent of the Contract Price.</i></p> <p>The contract shall be terminated, if liquidated damages exceeds 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.</p> |
| GCC 27.3 | <p>The period of validity of the Warranty shall be: one year after acceptance of Goods</p> |
| GCC 27.5 | <p>The Supplier shall correct any defects covered by the Warranty within: 3 <u>days</u> of being notified by the Purchaser of the occurrence of such defects</p> |

Section VIII. Contract Forms

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Letter of Intent

[on letterhead paper of the Purchaser]

..... date.

To: name and address of the Supplier

Subject: Issuance of letter of intent to award the contract

This is to notify you that, it is our intention to award the contract. for execution of the **Supply of Vehicle Hiring Service**, Contract and Identification Number MBUST/G/NCB-03/2080/81 to you as your bid price *amount in figures and words in Nepalese Rupees*as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature:

Name:

Title:

CC:

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

Letter of Acceptance

[on letterhead paper of the Purchaser]

..... *date*

To: *name and address of the Supplier*

Subject: .Notification of Award

This is to notify that your Bid dated *date* for execution of the Supply of Vehicle Hiring Service, Contract and Identification Number MBUST/G/NCB-03/2080/81 for the Contract price of Nepalese Rupees [*insert amount in figures and words in Nepalese Rupees*], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

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

The amount of performance security shall be NRs.....[Insert amount] and validity period of performance security shall be 29 months

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

Authorized Signature:

Name and Title of Signatory:

Agreement Form

THIS AGREEMENT made on the [*insert number*] day of [*insert month*], 2023, between Madan Bhandari University of Science and Technology, Chitlang, Thaha Municipality Ward 9, Bagmati Province, Nepal (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., Supply of Vehicle Hiring Service, Contract and Identification Number MBUST/G/NCB-01.2080/81 and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs[*insert amount of contract price in words and figures including taxes*] (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

Performance Security

[insert complete name and number of Contract]

To: **Madan Bhandari University of Science and Technology,
Chitlang, Thaha Municipality Ward 9, Bagmati Province, Nepal**

WHEREAS *[insert complete name of Supplier]* (hereinafter “the Supplier”) has received the notification of award for the execution of Supply of Vehicle Hiring Services, Contract and Identification Number MBUST/G/NCB-01.2080/81(hereinafter “the Contract”).

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

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

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

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

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

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

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

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

Date: *[insert date of signin]*