



# Helvetas Nepal

## Enhanced Skills for Sustainable and Rewarding Employment Project - ENSSURE

Project implemented by Helvetas Nepal  
and funded by **Swiss Agency for Development and Cooperation (SDC)**  
Kathmandu, Nepal

### **BID DOCUMENT PROCUREMENT OF MOTORCYCLE**

Date of first issue: 28 April 2022

**Contract Identification No: ENSSURE-G-001-2022**





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## SECTION-I: INVITATION FOR BIDS

	<b>HELVETAS</b> NEPAL				
<b>Invitation for Bids</b>					
First date of publication : 28 April 2022					
<p>ENSSURE is a bilateral project of the Government of Nepal (GoN) and the Government of Switzerland. The second phase of the project is being implemented from 10 September 2021 to 15 July 2025. The main goal of the project is stated as "Nepalese youths, women, and men, gain social and economic benefits from a federalised TVET system". The primary target groups of the project are Nepalese youths, women, and men (including returnee migrants) who are job seekers, existing workers for skill upgrading and school students for career orientation. The project is implemented by the Council for Technical Education and Vocational Training (CTEVT) at the federal level, the Ministry of Social Development at the provincial level, and municipalities at the local level with Helvetas Nepal providing technical assistance. The project is being implemented in Province no. 1, Bagmati Province, and Lumbini Province and 33 Local municipalities within the provinces.</p>					
<p>ENSSURE/ Helvetas Nepal invites sealed bids from the eligible vendors for the supply and delivery of motorcycles on duty-free. The requirement is summarized below:</p>					
S.N.	Description	Quantity	Estimated cost in foreign currency	Delivery Timeline	Remarks
1.	Motorcycle	10 nos	Equivalent to CHF <b>27,891.00</b>	60 days from order confirmation	Bids in local price shall not be entertained
<ol style="list-style-type: none"> <li>1. Bidding document can be downloaded from <a href="https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements">https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements</a></li> <li>2. All sealed bids/offers must be submitted before <b>14:00 hrs on 11 May 2022</b>. Documents received after this deadline shall not be accepted.</li> <li>3. The signed hard copy of bids/offers must be submitted in a sealed envelope to:           <p style="text-align: center;"><b>Helvetas Nepal</b> Country Office, Bakhundole, Lalitpur G.P.O Box-688, Kathmandu, Nepal; Ph. No.: +977-1-54 24 926</p> </li> <li>4. Bids will be opened in the presence of Bidders' representatives who choose to attend <b>at 15:00 on 11 May 2022</b> at the office <b>as stated above in clause (3)</b>. Bids must be valid for <b>45 days</b> from the date of closing of bid submission.</li> <li>5. ENSSURE/Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.</li> </ol>					

**SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)**

1. Scope of Works	1.1 The Purchaser stated in the BDS for the procurement of goods as detailed in attached specifications and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below. <ul style="list-style-type: none"> <li>a) Valid Firm/Company Registration Certificate</li> <li>b) VAT and PAN Registration Certificates</li> <li>c) Tax Clearance Certificate for the Fiscal Year -2077/2078</li> <li>d) Business registration certificate (if required)</li> <li>e) Power of Attorney to sign the Sealed bid</li> <li>f) Conformity of Production (CoP) issued by Government of Nepal (Department of Transport Management)</li> </ul>
3. One bid per bidder	3.1 Each Bidder shall submit only one sealed bid, A Bidder who submits more than one bids shall cause all the bids with the Bidder's participation to be disqualified.
4. Cost of bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his bids and the Purchaser shall in no case be liable for those costs.
5. Site Visit	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.
6. Content of Bid Form	6.1 The Bid Form comprise the documents listed below: <ul style="list-style-type: none"> <li>1. Section- I: Invitation for Sealed bid</li> <li>2. Section- II: Instructions to Bidders</li> <li>3. Section- III: Bid Data Sheet</li> <li>4. Section- IV: Bid Forms and Price Schedule</li> <li>5. Section- V: Schedule of Requirements &amp; Technical Specification</li> <li>6. Section- VI: General Conditions of Contract (GCC)</li> <li>7. Section- VII: Special Conditions of Contract (SCC)</li> <li>8. Section- VIII: Contract Form</li> </ul>
7. Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the Bid Form from the Purchaser on or before 10 days prior to the deadline for submission of bid.
8. Language of Bid	8.1 All documents relating to the Bid shall be in English.
9. Documents Comprising Bids	9.1 The bid by the Bidder shall comprise the following: <ul style="list-style-type: none"> <li>a. Bid Form and Price Schedules</li> <li>b. Schedule of Requirements</li> </ul>
10. Bid Prices	10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees for all items of the goods to be supplied under the contract. 10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder. 10.3 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
11. Bid Validity	11.1 The Sealed bid shall remain valid for the period of 45 days after closing date of the bid submission.
12. Bid Security	Not applicable
13. Format and Signing of Bids	13.1 The Bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.

14. Sealing and Marking of Bids	14.1 Bidders must submit their bids by manually in hard copy. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by manually only. The Bidder shall submit his/her bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed bid.
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
16. Late Bid	16.1 Any Bid received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification and Withdrawal	17.1 Sealed bids once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Purchaser shall open the Bids in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS 18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Bid evaluation, comparison or contract award decisions may result in rejection of Bidder's bid.
20. Examination of Bids	20.1 Prior to the detailed evaluation of Bids, the Purchaser shall determine whether each Bid (a) meets the eligibility criteria defined in ITB-2 (b) has been properly signed by the authorized person (c) is accompanied by the required securities and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Bids	21.1 In evaluating the Bids, the Purchaser shall determine for each Sealed bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows: (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected. (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and (c) if there is a discrepancy between the Bid price in the Summary of Price Schedule and the Bid amount in item (c) of the Letter of Bid, the price in the Summary of Price Schedule will prevail and the Bid amount in item (c) of the Letter of Bid will be corrected. (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. 21.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.
22. Award of Contract	22.1 The Purchaser shall decide the award of the contract to the Bidder whose Bid is within the approved estimate and who has offered the lowest evaluated Price within Bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of ITB (2).
23. Purchaser's Right to Accept or Reject	23.1 The Purchaser reserves the right to accept or reject any Bid or to cancel the bidding process and reject all Bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
24. Notification of Award and Signing of Agreement	24.1 The Bidder whose bid is accepted, and all other participating bidders shall be notified of the award by the Purchaser. 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of

	<p>the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security Pursuant ITB (25) and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the disqualification of the bidder, upon which the Contract shall then be awarded to the next successive successful Bidder (2nd substantially lowest).</p>
25. Performance Security	As per SCC
26. Corrupt or Fraudulent Practices	26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
27. Conduct of Bidders	<p>27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, Helvetas Nepal Procurement Regulations.</p> <p>27.2 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> <ul style="list-style-type: none"> <li>a) give or propose improper inducement directly or indirectly,</li> <li>b) distortion or misrepresentation of facts</li> <li>c) engaging or being involved in corrupt or fraudulent practice</li> <li>d) interference in participation of other prospective bidders.</li> <li>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,</li> <li>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.</li> </ul> <p>27.3 Contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract</p>

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**SECTION - III BID DATA SHEET (BDS)**


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ITB 1	<p>The scope of Supply is <b>supply and delivery 10 Motorcycle on duty-exemption</b></p> <p>The number of the Invitation for Sealed bid is: <b>ENSSURE-G-001- 2022</b></p> <p>The Purchaser is: <b>ENSSURE/Helvetas Nepal</b></p>
ITB 12.1	Not Applicable
ITB 14.1	<p>Sealing of bid:</p> <p>The bidder must have sealed properly in the envelope prior to submission. Open bids shall be rejected.</p> <p>Marking the sealed envelope: please clear mark on the envelope as</p> <p style="padding-left: 40px;">Contract Identification No: ENSSURE-G-001- 2022</p> <p style="padding-left: 40px;">Purchaser's address: ENSSURE/Helvetas Nepal</p> <p style="padding-left: 80px;">Country Office, Bakhundole, Lalitpur, Nepal</p> <p style="padding-left: 40px;">Tel: 977-1-5424925/6; email: co.np@helvetas.org</p>
ITB 15	<p>The deadline for sealed bid <b>submission</b> is:</p> <p>Date &amp; Time <b>As specified in the "Invitation for sealed bids"</b></p> <p>Address: <b>Helvetas Nepal</b></p> <p style="padding-left: 40px;"><b>Country Office, Bakhundole, Lalitpur, Nepal</b></p> <p style="padding-left: 40px;"><b>Tel: 977-1-5424925/6; email: co.np@helvetas.org</b></p>
ITB 18	<p>The Sealed bid <b>opening</b> shall take place at:</p> <p>Address: <b>Helvetas Nepal</b></p> <p style="padding-left: 40px;"><b>Country Office, Bakhundole, Lalitpur, Nepal</b></p> <p style="padding-left: 40px;"><b>Tel: 977-1-5424925/6; email: co.np@helvetas.org</b></p> <p>Date &amp; Time <b>As specified in the "Invitation for sealed bids"</b></p>
	<p>The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders' representatives who choose to attend. The absent of bidder's representative shall not affect of opening of bids as per the predefined schedule.</p>



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**SECTION - IV BID FORM AND PRICE SCHEDULE**

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**1. BID AND PRICE SCHEDULES**

Date: .....

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

Having examined the Sealed bid (SB) documents, we the undersigned, offer to supply and deliver **Supply and delivery of 10 Motorcycle** in conformity with the said SB documents for the sum of ..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this SB.

We undertake, if our SB is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our SB is accepted, we will obtain the guarantee of a bank in a sum equivalent to the amount as stated in the ITB Clause 25 for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SB for a Period of **45** days from the date fixed for SB opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that this SB, 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.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business-related offense.

We understand that you are not bound to accept the lowest evaluated SB or any other SB that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign SB for and on behalf of \_\_\_\_\_



## 2. BIDDER'S INFORMATION FORM

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

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: Mobile: Email Address:	
7.	Bidder's Telephone/Fax numbers:	
8.	Bidder's Email Address:	
	<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Firm Registration Certificate</p> <p><input type="checkbox"/> 2. VAT/PAN registration certificate</p> <p><input type="checkbox"/> 3. Tax clearance certificate - 2077/2078</p> <p><input type="checkbox"/> 4. Authorization to represent the firm</p> <p><input type="checkbox"/> 5. CoP issued by DoTM</p>	

## 3. PRICE SCHEDULE FOR GOODS

## A. Motorcycles [Price Schedule]

Name of Bidder \_\_\_\_\_ Contract Identification Number: ENSSURE-G-001-2022

SN	Description	Country of Origin	Currency	Quantity	Unit Price CIF Kathmandu (in foreign currency)		Total CIF Price (cols. f × e)
					In Figure	In Words	
a	b	c	d	e	f		f
3	Motorcycle			10-Nos			
3.1	Other cost (if any)			10-Nos			
Total							
VAT							
Grand Total CIF to Kathmandu							

**Note:** Unit price in foreign currency must exclude custom duties and any other taxes applicable inside Nepal.

Proposed model of Motorcycle: .....

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

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**SECTION V- SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION**

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**1. Delivery and Completion Schedule**

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery.

SN	Description	Quantity	Unit	Required Delivery Schedule (In Days from the date of signing the contract)	Bidder's preferred delivery period [to be provided by the bidder]
1	Motorcycle and accessories	10 (Ten)	Nos	60 (sixty) days	

## 2. Technical specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of 10 Motorcycle required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The detail of technical specification is as follows:

### Details of Technical Specification

#### 1. Technical Specification – Motorcycle

S.N.	Description	Specification
<b>A.</b>	<b>Specification</b>	
1	Engine	4 Stroke
2	Engine Displacement	Above 150 CC
3	Minimum Power	14 PS or above
4	Starting	Self and Kick
5	Gear and Brake	5 gear or more, front and rear disc brake (both)
6	Fuel Tank	minimum 12 ltrs
7	Ground Clearance	200mm or more
<b>B.</b>	<b>Accessories</b>	
1	Helmet	
2	Leg guard	
3	Toolbox - standard	

## SECTION VI- GENERAL CONDITIONS OF CONTRACT (GCC)

<b>1. Definitions</b>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <p>a. "The Contract" means the agreement entered between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation.</p> <p>c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract.</p> <p>d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning, and the operational and maintenance training of the supplied equipment.</p> <p>e. "The Purchaser" means the procuring entity purchasing the goods.</p> <p>f. "The Supplier" means the organization supplying the goods and services under this contract.</p>
<b>2. Technical specification</b>	2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
<b>3. Patent right</b>	3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
<b>4. Performance security</b>	<p>4.1 As per instruction and receipt of award of contract from the purchaser, the successful bidder shall furnish the performance security in the performance security form provided in the bidding documents for the due performance of the contract in the amounts specified in the SCC.</p> <p>4.2 Failure of the successful supplier to comply with the requirement of sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest supplier or call for new sealed bids.</p> <p>4.3 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>4.4 The validity of performance security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the supplier and additional one month.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the supplier.</p>
<b>5. Inspection and tests</b>	<p>5.1 The purchaser or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the technical specification and the quality of performance after the supply and delivery of good to the purchaser's premises</p> <p>5.2 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.</p>
<b>6. Packing</b>	<p>6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.</p> <p>6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.</p> <p>6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.</p>
<b>7. Delivery of goods</b>	7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
<b>8. Insurance</b>	8.1 the goods supplied under the contract shall be fully insured in the currency of the sealed bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
<b>9. Warranty</b>	<p>9.1 the supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>9.2 unless otherwise specified in the SCC, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract and accepted by the purchaser after installation and commissioning of equipment by the supplier.</p> <p>9.3 the purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>9.4 upon receipt of such notice, the supplier shall, with all reasonable speed, replace the defective goods without cost to the purchaser. the supplier will be entitled to remove, at its own risk and cost, the defective goods.</p>
<b>10. Payment</b>	10.1 Payment shall be made in the currency as specified in the SCC

	10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the purchaser.
<b>11. Prices</b>	11.1 Prices charged by the supplier for goods delivered under the contract shall not vary from the prices quoted by the supplier in its sealed bid.
<b>12. Changed order</b>	12.1 Where the Purchaser desires to make changes in <b>Schedule of Requirement</b> , it shall not exceed more than 15 percent.
<b>13. Liquidated damages</b>	13.1 If the supplier fails to deliver any or all of the goods within the time period specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. once the maximum is reached, the purchaser may consider termination of the contract.
<b>14. Resolution of disputes</b>	<p>14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>14.2.1 any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>14.2.2 arbitration proceedings shall be conducted in accordance with the rules of Nepal council of arbitration (nepca).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <p>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>b. the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>15. Governing language</b>	15.1 The Governing Language shall be: Nepali or English
<b>16. Applicable law</b>	16.1 The applicable law shall be Laws of Nepal.
<b>17. Notices</b>	<p>17.1 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>17.2 A notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
<b>18. Taxes and duties</b>	18.1 The purchaser shall be responsible to obtain duty free exemption permit for applicable all taxes, duties, licence fees and other such levies imposed by the GoN or purchaser's liability.
<b>19. Operation, maintenance and spare-parts manuals</b>	19.1 The successful Supplier shall supply manufacturer's operation manual, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC.
<b>20. Conduct of suppliers</b>	<p>20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bid documents, HELVETAS Regulations.</p> <p>20.2 The Supplier 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 or being involved in corrupt or fraudulent practice</p> <p>d. interference in participation of other prospective bidders.</p> <p>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party 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 bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract</p>
<b>21. Rights of purchaser</b>	ENSURE/Helvetas Nepal reserves the right to accept or reject wholly or partly any or all bids without assigning any reasons whatsoever.
<b>22. Time extension</b>	The time extension for the delivery and supply shall be as per the SCC.



## SECTION VII - SPECIAL CONDITIONS OF CONTRACT (SCC)

This SCC forms part of the Agreement

[Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed bid.]

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: <u>ENSSURE/Helvetas Nepal</u>
GCC 4.1	Performance security: 5% of total contract price (cost in foreign currency + local service charges)
GCC 9.1	The warranty period shall be as per origin of certificate
GCC 10	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p>1. The payment term shall be made: Payments shall be made in various currency in the following manner:</p> <p><b>Cost of goods in foreign currency:</b> Transfer to account of Supplier's principal through TT/LC whichever applicable in accordance with prevailing rule of international trade.</p> <p><b>On Delivery and acceptance:</b> 100% payment of inland transportation or any other service charges payable under this contract in local currency will be made within fifteen (15) days upon submission of valid Tax Invoice and claim supported by the relevant documents issued by the Purchaser or its authorized person/s.</p> <p>TDS on local payment shall be deducted as per the prevailing rules and regulations of Government of Nepal.</p>
GCC 17.1	<p>For <b>notices</b>, the Purchaser's address shall be: Name and Address of the Purchaser: <b>ENSSURE/Helvetas Nepal</b> Telephone number: 977-1-5424925/6 e-mail Address: co-np@helvetas.org</p> <p>For <b>notices</b>, the Suppliers' address shall be: <u><b>[insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]</b></u> Name and Address of the Supplier: Telephone number: e-mail Address:</p>
GCC 19.1	The Supplier shall supply 1(one) each of the manufacturer's operation, maintenance and spare-part manuals of the 10 Motorcycle in English or Nepali language.



## SECTION- VIII: CONTRACT FORM TEMPLATES

### 1. Letter of Acceptance [on letterhead paper of the Purchaser]

Date.....

To: *name and address of the Contractor*

Subject: ..... *Notification of Award*

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

You are hereby instructed to contract this office to sign the formal contract agreement within 7 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.

Authorized Signature: .....

Name and Title of Signatory:



## 2. CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal: