



BID DOCUMENT
NATIONAL COMPETITIVE BIDDING (NCB)
FOR THE SUPPLY AND DELIVERY OF
STEEL WIRE ROPES

Issued by:

Helvetas Nepal

Dhobighat-3, Lalitpur

GPO Box 688; Kathmandu, Nepal

Phone- 00 977 1 5524 925; 5524 926 Fax – 5531 109

Email: co.np@helvetas.org



May 2021



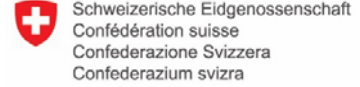


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SECTION - I: INVITATION OF BIDS (E-SUBMISSION)



Embassy of Switzerland in Nepal

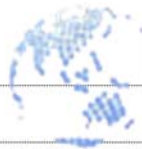
Invitation of Bids for Supply and Delivery of Steel Wire Ropes First date of publication : 14 May 2021

1. On behalf of the Government of Switzerland, the Trail Bridge Support Unit (TBSU)/Helvetas Nepal, provides technical assistance to the Government of Nepal for implementation of trail bridge programme under the Sector-Wide Approach (SWAp). The Government of Switzerland intends to contribute part of its fund for procurement of steel wire ropes to respond to an urgent need to manage the deficit of the programme for this fiscal year 2020-21.
2. Bids are invited from reputed supplier/ stockiest for the supply of **Galvanized Steel Wire Ropes** as per the prescribed specifications. The size and quantity of steel wire ropes to be procured are:

Diameter (mm)	Steel Wire Ropes (Meters)
Ø 13	100,000

3. Bid document including specifications will be available at Helvetas Nepal web page: <https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements>.
4. Bid submission modality and address is specified in the bid document under ITB (4).
5. Bids will be opened in the presence of Bidders' representatives at 15:30hrs on 21 May 2021 online in MS Teams. Bidder or representative must present with password in the bid opening otherwise cannot open the respective bid and consider for further evaluation.
6. Bids must be valid for a period of 30 days after the bid opening date.
7. Each offer must be accompanied with bid bond equivalent to 2.5% of the quoted amount in NRs. in the form of bank guarantee, which shall be valid for 90 days or bank draft in favour of Helvetas Nepal from any A-class commercial bank based in Kathmandu, Nepal.
8. Helvetas Nepal reserves the right to accept or reject offer(s) partially or fully without assigning any reason whatsoever. Helvetas Nepal is free to award the contract to any of the responsive bidders. The decision of Helvetas Nepal will be final and binding in this regard.
9. The Supplier shall deliver the Goods strictly within 15 days after the date of Contract Agreement.





SECTION -II: INSTRUCTION TO BIDDERS

1. Introduction

1.1 Scope

- 1.1.1 Helvetas Nepal, Dhobighat-3, Lalitpur (hereinafter referred as “Purchaser”) invites Bids for the supply and delivery of the Goods and material described in Section-II hereof (hereinafter referred as “Goods”).
- 1.1.2 Bid Document is to be completed, following the instructions given herein.

1.2 Eligible Bidders

The invitation for Bids is open to the supplier/ stockiest of steel wire ropes in the territory of Nepal. The bidder must submit the bid accompanying the following legal documents.

- Company registration - copy
- VAT registration copy - copy
- Tax clearance certificate -2076/77- copy

1.3 Eligible Goods

- 1.3.1 The Goods to be supplied under the Contract shall have their origin directly from the manufacturer. The bidder shall mention the name of Manufacturer in the bid.
- 1.3.2 For purposes of Clause 1.3.1 above, “Origin” shall be the place where the Goods are produced or manufactured.

1.4 Cost of Bidding

The Bidder shall bear all costs associated with preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs.

1.5 Assurance

The successful Bidder will be required to give satisfactory assurance of its ability and intention to deliver the Goods, pursuant to the contract within the time set forth therein.

2. The Bid Documents

2.1 Bid Documents

- 2.1.1 The Goods required, Bidding procedures and contract terms are prescribed in the Bid Document. The Bid Documents includes:

Section - i	:	Invitation of bids (e-submission)
Section -ii	:	Instruction to bidders
Section-iii	:	Bid form & price schedules
Section-iv	:	Delivery schedule
Section -v	:	General conditions of contract (gcc)
Section- vi	:	Special condition of contract (scc)
Section -vii	:	Specification
Section-viii	:	Specimen of form and formats

- 2.1.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in the rejection of the Bid.



2.2 Clarification of Bid Documents

Any prospective Bidder requiring any further information or clarification about the Bid Documents may notify the Purchaser in writing e-mail: co.np@helvetas.org at the Purchaser's mailing address indicated in the notice "Invitation for Bids" before **19 May 2021**. The Purchaser will respond in writing by **19 May 2021** to all request for information or clarification.

2.3 Amendment of Bid Documents

2.3.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify/amend the Bid Documents.

2.3.2 The amendment shall be part of the Bid Documents, pursuant to Clause 2.1, and will be notified in writing (as in Clause 2.2) to all prospective Bidders who have received the Bid Documents and will be binding on them.

2.3.3 In order to allow reasonable time to prospective Bidders to take the amendment into account in preparing their Bids, the Purchaser may at its discretion, extend the deadline for the submission of Bids.

2.4 Language of Bid

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the ENGLISH language. Any printed literature furnished by the Bidder may be written in another language, provided that such literature is accompanied by an ENGLISH translation, in which case, for purposes of interrelation of the Bid, the ENGLISH translation shall prevail.

3. Preparation of Bids

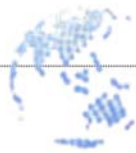
3.1 Documents Comprising the Bid

3.1.1 The Bid prepared by the Bidder shall comprise the following components:

- (a) A Bid form and a price schedule completed in accordance with Clauses 3.2, 3.3 and 3.4;
- (b) Documentary evidence establishing, in accordance with Clause 3.5, that the Bidder is eligible to Bid and the Goods to be supplied by the Bidder are eligible Goods;
- (c) Documentary evidence establishing, in accordance with Clause 3.6, that the Bidder is qualified to perform the contract if its Bid is accepted.
- (d) Documentary evidence establishing, in accordance with Clause 3.7, that the Goods to be supplied by the Bidder confirm to the Bidding Documents.

3.1.2 The electronic bid shall be prepared in the following steps:

- (a) Download and print the bid document
- (b) Read and understand the contents of bid document clearly and prepared bid security as per instruction
- (c) Write a self-declaration letter on bidder's letterhead describing the bid document was read and understood correctly.
- (d) Fill up the bid form, price schedule without overwriting on it and other forms
- (d) Sign and stamp on each page (except bid security) of the documentation
- (e) Scan all of them in color in pdf file format
- (f) Lock the pdf file by encrypted password



3.2 Bid Form

The Bidder shall complete an original and one copy of the Bid Form and the appropriate price schedule furnished in the Bid Documents.

3.3 Bid Prices

3.3.1 The Bidder shall complete the appropriate Price Schedule included herein, stating the unit prices and total Bid prices of the Goods to be supplied under the contract.

3.3.2 Prices quoted in the Price Schedule shall also include

a) Transportation cost up to the destination as indicated in Price Schedule for Goods

b) All cost of insurance;

c) The cost of loading and unloading etc.

d) The cost of off-loading and laying down of reels in good order at purchaser's store.

3.3.3 Prices quoted by the Bidder shall remain fixed and valid until completion of full delivery of the goods and will not be subject to variation on any account.

3.4 Bid Currencies

The prices shall be quoted in Nepalese currency including of VAT and Transportation from supplier's yard to respective destination.

3.5 Document Establishing Eligibility of the Bidders & Goods

The Bidder shall furnish, as part of its Bid, certification establishing the Bidder's eligibility as a supplier/stockiest of steel wire ropes or by providing agency certificate from the manufacturing company and mentioning the factory's name and address where the goods was manufactured. The supplier/stockiest shall allow the inspector of the Purchaser to make quality inspections of the wire ropes intended for supply.

3.6 Document Establishing the Good's Conformity to the Bid Document

The documentary evidence of the Goods, in conformity to the Bid Document, may be in the form of literature, drawings, and data and shall include a detailed description of the Goods, essential technical and performance characteristic.

3.7 Validity of the Bids

The Bids shall remain valid for one (1) months after the date of Bid closing prescribed by the Purchaser, pursuant to Clause 4.2.

3.8 Period of Validity of Bids

Notwithstanding Clause 3.7 above, the Purchaser may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing.

3.9 Format and Signing of the Bid

3.9.1 The Bid Form and accompanying documents (as specified in Clause 3.1) must be received by the Purchaser at the date, time and place specified pursuant to Clause 4.1 and 4.2.

3.9.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to sign on behalf of the Bidder. All pages of the Bid except, for unattended printed literature shall be initialed by the person signing the Bid. The name and position held by each person signing must be typed or printed below the signature together with official seal.

3.9.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary. The corrections shall be initialed by the person signing the Bid.

4. Submission of Bids

4.1 Bid Submission method

- 4.1.1 Send to the password protected (prepared as per ITB (3.1.2) to purchaser's address: co.np@helvetas.org
- 4.1.2 All the original hard copy of the bids must keep safe by bidder. The purchaser will ask the hard copy bids as/when required for verification of the electronic submission.

4.2 Deadline for Submission of Bids

- 4.2.1 The submitted Bid, together with the required copies, must be received by the Purchaser at the address specified in Clause 4.1.2. not later than 15:00 hrs on 21 May 2021.
- 4.2.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bid Documents in accordance with Clause 2.3 in which case all rights and obligations of the Purchaser and Bidders subject to the previous deadline will thereafter be subject to the extended deadline.

4.3 Late Bids

Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 4.2 will not be received.

4.4 Modification and Withdrawal of Bids

- 4.4.1 The Bidder may withdraw the "Bids" after the submission by means of a written request to the purchaser to this effect and such request is received by the Purchaser prior to the deadline for submission of Bids.
- 4.4.2 The Bidder's modification and/or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 4.1.
- 4.4.3 Subject to Clause 5.2 Bids cannot be modified after the deadline for submission of Bids.
- 4.4.4 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form.

5. Bid Opening & Evaluation

5.1 Opening of Bids by the Purchaser

- 5.1.1 The Purchaser will open the bids virtually according to clause (4) of the bid notice (Invitation for Bids).

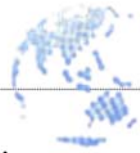
The Bidder's representatives who are present shall sign as evidencing their attendance and are to submit a letter of authorization for participation in the bid opening.

5.2 Evaluation of Bids

To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to request for clarification shall be in writing within forty-eight hours (48) from the time of enquiry faxed or emailed by the purchaser.

5.2.1 Eligibility Requirement

- 5.2.1.1 Production Capacity : NA.



5.2.1.2 Past Experience
The Supplies/stockist shall have **minimum cumulative sales record of 200,000 meters** of steel wire ropes during the last five years.

5.2.1.3 Sales and Export

The supplier/stockist shall submit evidence specifying client's name and address, quantity supplied, value and contact person of the client to demonstrate that it has supplied **minimum of 200,000 meters** of steel wire ropes during the last five years.

5.3 Preliminary Examination

5.3.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

5.3.2 Arithmetical errors will be rectified on the following basis. 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 will be corrected. If there is a discrepancy between words and figures in the unit rate, the amount in words shall prevail.

5.3.3 The Purchaser will determine the substantial responsiveness of each Bid to the Bid Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bid Documents without material deviation.

5.4 Evaluation and Comparison of Bids

The Purchaser will evaluate and compare the Bids for quality of submission as requested in 5.2.1 and financial offer as stated in 'Price Schedule for Goods'.

5.5 Contacting the Purchaser

5.5.1 Subject to Clause 5.2, a Bidder shall not contact the Purchaser on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded.

5.5.2 Any effort by a Bidder to influence the Purchaser, in the Purchaser's opinion, in respect of Bid evaluation, Bid comparison or contract award will result in rejection of the Bid.

5.6 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any Bid partially or fully and to annul the Bidding process and reject all Bids at any time prior to award of contract, without assigning any reason whatsoever and shall not bear any liability towards the bidder (s) for such action/decision.

6. Award of Contract

6.1 Post-qualification and Award

6.1.1 The purchaser will determine to its satisfaction whether the Bidder selected for award of the contract qualifies as per Clause 5.2.1 to satisfactorily perform the contract.

6.1.2 The determination will take into account the Bidder's sales capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 3.5 & 3.6 as well as such other information as the Purchaser deems necessary and appropriate.

- 6.1.3 To verify its sales capability the Bidder should provide documentary evidence that items offered have been in sales for at least last five years.
- 6.1.4 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.
- 6.1.5 The purchaser will award the contract to the Bidder whom it will think appropriate and suitable based on the bidders' submission and the decision of the evaluation committee.

6.2 Purchaser's right to Vary Quantities

The Purchaser reserves the right to increase or decrease the quantity of Goods specified in the Bid document up to 25% of the quantity ordered within 7 days after the signing of the contract agreement and quoted rates and terms and conditions shall remain unchanged for the variation in the order. The delivery date for increased quantities will be extended accordingly or more as will be reasonable with a mutual agreement in writing.

6.3 Notification of Award

- 6.3.1 The Purchaser will publish the intent of contract award with 7 days appeal deadline.
- 6.3.2 The notification of award will be issued after appeal deadline to the successful bidder and will constitute the formation of a contract, until the contract has been effected pursuant to Clause 6.4.

6.4 Signing of Contract

The successful Bidder, after receiving the letter as per clause 6.3.2 from the Purchaser, shall be present within 3 working days to sign the contract document along with performance guarantee issued by a Nepalese Bank in favor of Helvetas Nepal, pursuant to Clause 7 of the General Conditions of Contract.

In case the successful Bidder does not sign the contract document within the given time, the Purchaser may forfeit the Bid Bond guarantee amount and may sign contract for the same with any other Bidder.

The successful bidder will have to submit a detailed delivery schedule prior to signing of the contract agreement. The supplier will compensate the cost / loss incurred to the purchaser due to change in the delivery schedule after the signing of the contract agreement.

The deadline of deliveries will have to be met in any case.



SECTION-III: BID FORM & PRICE SCHEDULES

To: The Country Director
Helvetas Nepal
Dhobighat-3, Lalitpur
G.P.O.Box: 688; Kathmandu, Nepal

Dear Sir / Madam

Having examined the Bid Documents for the supply of steel wire ropes, including the specifications, we the undersigned, offer to supply and deliver the steel wire ropes in conformity with the said Bid Documents for the sum of (Total Bid Amount in words)

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to complete delivery of all the goods specified in the contract within 15 days after signing the contract agreement. If, failed to supply within the stipulated period of delivery, we agree that the contract will be automatically terminated, and performance bond will be forfeited and will not have any liability to the Purchaser.

If our Bid is accepted, we will provide the performance security in the sum of _____ equal to 5% of the contract amount, for the due performance of the contract.

We agree to abide by this Bid for the period of 30 days from the date fixed for bid closing pursuant to Clause 4.2 of the Instruction to Bidders, and it shall remain binding upon us for the duration of the contract. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a bidding contract between us.

This bid is accompanied with a Bid Bond amounting to 2.5% of the quoted amount in NRs. (NRs.....) in our favor as mentioned in the notice for 'Invitation of Bids'.

We assure that our bids are unconditional. We understand and agree that you are not bound to accept lowest-priced or any Bid that you may receive.

Date : _____

Signature

Duly Authorized to Bid for and on behalf of _____

(Signature of Witness)

Witness : _____

Address : _____

PRICES SCHEDULE FOR GOODS

- A. The bidders are to fill in this sheet for quoting unit rates and total bid amount
A single rate has to be quoted irrespective of the delivery destination.

Delivery Destination: ***Bardibas, Amlekhgunj,
 Pokhara, Itahari, Kathmandu & Nepalgunj***

Name of Bidder:

Name of Manufacturer:

Each cable reel of the entire consignment shall be labeled with the text "**TBSU/Helvetas Nepal**".

Dia. in mm	Wire Rope Construction	Tensile Designation of Wire (N/mm ²)	Min. Breaking Strength (kN)	Single Cable Length per Reel (RM)	Total Reels (Nos)	Total Length (RM)	Unit Price, NRs./Meter		Total Price NRs.
							in Figure	in Words	
13	7x7 (6/1), RHO,WSC	1570	103	5,000	20	100,000			
Transportation Cost:									
Sub-Total including transportation:									
VAT									
Total including VAT									

Note: In case of discrepancies in unit rates in figure and words, the rates in word shall prevail and in case of discrepancies in unit price and total cost, unit price will prevail.

Delivery Destination: As per Section-IV

SECTION-IV : DELIVERY SCHEDULE

All the quantity shall be delivered **within fifteen days** from the date of Contract Agreement.

Place of Delivery : As Specified above in Price Schedule

Delivery Destination	13mm	
	Reels	Meter
Bardibas	2	10,000
Amlekhgunj	10	50,000
Pokhara	2	10,000
Itahari	1	5,000
Kathmandu	1	5,000
Nepalgunj	4	20,000
Total	20	100,000

Note: The above tabulated quantity and destination may vary within 600 km radius within Nepal but total quantities will remain same.

SECTION -V: GENERAL CONDITIONS OF CONTRACT (GCC)

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1. Use of Contract Documents and Information

- 1.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof, or any specifications, drawings, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 1.2 The Supplier shall not, without Purchaser's prior written consent, make use of any document or information specified in Clause 1.1 about, except for purposes of performing the contract.
- 1.3 Any document, other than the contract itself, specified in Clause 1.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser, on completion of the Supplier's performance under the contract, if so required by the Purchaser.

2. Change Orders

- 2.1 The Purchaser may at any time, by a written notice to the Supplier, make change within the general scope of the contract in any one or more of the following:
- a) Drawing, 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; or
 - c) The place of delivery
- 2.2 Upon notification by the Purchaser of such change, the Supplier shall submit to the Purchaser an estimate of costs for the proposed change (hereinafter referred to as the Change) within fifteen calendar days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the contract, as well as a detailed schedule for the execution of the change, if applicable.
- 2.3 The Supplier shall not perform changes in accordance's with Clause 2.1 above until the Purchaser has authorized a change order in writing on the basis of the estimate provided by the Supplier as described in Clause 2.2 above.
- 2.4 Changes mutually agreed upon shall constitute a part of the work under this contract, and the provisions and conditions of the contract shall apply to said change.

3. Contract Amendments

Subject to Clause 2, no variation in or modification of the terms and conditions of the contract shall be made except by written amendment signed by both the parties.

4. Country of Origin

- 4.1 All Goods supplied under the contract shall have their origin from the wire rope manufacturer.
- 4.2 For the purpose of this Clause, "Origin" shall be considered to be the place where the goods are manufactured or produced.
- 4.3 The Supplier will not change the manufacturer from what stated in the Bid Document and shall remain the same throughout the entire duration of the contract.

5. Inspection and Test

- 5.1 The Purchaser or its representative shall have the right to inspect and or to test the goods to confirm that it complies with the specifications. The special conditions of contract and/or the specification shall specify what inspection and test the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing about its representatives deputed for these purposes.
- 5.2 The procedure of test and sampling for testing shall be as per prescribed norms & standards.
- 5.3 Without the test certificate of the Quality Inspector, the supplier shall not dispatch the consignment. Further, the same Quality Inspector or other Quality Inspector nominated by the purchaser will make post-delivery inspection and certification at the delivery points to confirm the consignment is same as has been certified before dispatch.
- 5.4. Should any inspected or tested goods fail to confirm to the specification the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alteration necessary to meet the requirement of the specifications, free of cost to the purchaser.
- 5.5 The Purchaser's right to reject the goods after the Goods arrival in the Purchaser's Stores, shall in no way be limited or waived by reason of the goods, having previously inspected, tested and passed by the Purchaser or its representatives prior to the Good's dispatch from the supplier's warehouse.
- 5.6 Nothing in this Clause 5 shall in any way release the Supplier from any warranty or other obligations under the contract.

6. Patent Right

The Supplier shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

7. Performance Security

- 7.1 The Supplier shall cause performance security to be furnished to the Purchaser in the amount of five percent (5%) of the contract amount. Such performance security shall be provided, in the form satisfactory to the Purchaser, before signing of the contract.
- 7.2 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 work under the contract. The supplier shall cause the validity period of the performance security to be extended for such period(s) as required by the contract performance pursuant to Clause 11.2.
- 7.3 The performance security shall be denominated in NRs. which shall be in the form of a bank guarantee issued by a Nepalese bank acceptable to the Purchaser.
- 7.4 The performance security will be discharged/returned by the Purchaser not later than three months following the date of completion of the Supplier's work to the Purchaser's satisfaction under the contract.
- 7.5 The performance bond must be submitted in the sample format given in this section.

8. Insurance

All Goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to transportation, storage and delivery, in the manner specified in the Special Condition of Contract. The purchaser will have claim on the insurance amount for the amount paid to the supplier by the purchaser for such goods.

9. Warranty

- 9.1 The Supplier warrants to the Purchaser that the Goods to be supplied under the contract will comply strictly with the contract terms & conditions and specification and in every case shall be free from any defects. The supplier further warrants to the Purchaser that all materials and equipment furnished by the Supplier is merchantable of the most suitable grade.
- 9.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered.
- 9.3 The Purchaser shall promptly notify the Supplier in writing of any claim arising under this warranty.
- 9.4 Upon receipt of such notice, the Supplier shall promptly repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of delivery of the repaired or replaced Goods or parts to the final destination.
- 9.5 Without prejudice to Clause 9.2 and 9.4 above, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in any work of correction performed pursuant to Clause 9.2 and 9.4 above, upon receipt of written notice of defect within two (2) months.
- 9.6 If the Supplier having been notified, fails to remedy the defect(s) in accordance with the contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's expense. The Supplier's warranty pursuant to this Clause is without prejudice to any other rights or remedies which the Purchaser may have against the Supplier under the contract.

10. Payment

- 10.1 100% payment shall be made after successful delivery of goods at delivery destinations and accepted the quality assurance by the Purchaser in 15 days.
- 9.2 Subject to Clause 2 of the General Conditions of Contract prices charged by the Supplier for Goods, delivery under the contract shall not vary from the prices quoted by the Supplier in the Bid Form.

11. Extensions in the Supplier's Performance

- 11.1 Delivery of the Goods shall be made by the Supplier in accordance with the contract schedule, pursuant to the Special Conditions of Contract.
- 11.2 The Supplier may claim extension of the time limits as set forth in the contract execution schedule in case of:
- a) Delay of any materials, drawings or services which are to be provided by the Purchaser, shall be interpreted to include all approvals by the Purchaser under contract;

12. Termination for Default

- 12.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or in part:
- a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser, pursuant to Clause 11; or
 - b) If the Supplier fails to perform any other obligation(s) under the contract; and if the Supplier, in either of the above circumstances, does not rectify its failure within a period of fifteen (15) calendar days, for such longer period as the Purchaser only

authorize in writing after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

- 12.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Clause 12.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods. Notwithstanding the above, the Supplier shall continue performance of the contract to the extent not terminated.

13. Termination for Involuntary

The Purchaser may at any time terminate the contract by having written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

14. Termination for Convenience

- 14.1 The Purchaser may, by written notice sent to the Supplier, 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 work under the contract is terminated, and the date upon which such termination becomes effective.

15. Resolution of Disputes

- 15.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 15.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract.

16. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country.

17. Force Majeure

- 17.1 In the event that the Supplier or any of its subcontractors or the Purchaser is delayed in performing any of their respective obligations under the contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, harbor strikes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 11 and the period of such delay may be added to the time of performance of the obligation delayed.
- 17.2 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 the Force Majeure event.

18. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written contract.

19. Contract Language

- 19.1 The Supplier hereby represents that it has sufficient knowledge of the English language fully to understand the contract. The contract shall be in the English language, and all documentation related hereto will also be in the English language, except if otherwise specifically agreed in writing between the parties.
- 19.2 The Supplier shall bear all costs of translation into English and all risk of the accuracy of such translation.

20. Taxes and Duties

Supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country. But all such kind of taxes and duties levied within Nepal will be exempted (contract tax, *local taxes*, custom duties, etc.) and will be responsibilities of the purchaser.

Income tax for services rendered in Nepal will be for the Supplier's account as per the laws of Nepal.

21. Headings

Headings, whether of Clauses or of other parts of the contract, are for reference only and are not to be construed as part of the contract.

22. Waiver

Failure of either party to insist upon strict performance by the other party of any provision of the contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

23. Delivery

This clause refers to Section III (Delivery Schedule) of this Bid Document.

24. Documents

The following documents shall be forwarded to the Purchaser:

Proforma Invoices	: 3 originals + 2 copies
Tax Invoice	: 1 original + 2 copies
Delivery Challan	: 3 signed copies
Certificate of Origin	: 2 originals + 2 copies
Certificate of Test	: 2 originals + 2 copies
Report of Third Party Inspection	: 1 original + copy

Separate documents shall be prepared for each delivery and each lot of dispatch of Goods.

SECTION- VI: SPECIAL CONDITION OF CONTRACT (SCC)

1. Inspection and Tests

Copies of all inspection tests on wire ropes (as specified in IS 6594 – 1977 or ISO 2408 –2004 and its Normative References or other equivalent Codes) must be forwarded to the Purchaser. Moreover, the supplier shall also provide a certificate of factory test for each reel to the Purchaser.

For third party inspection refer to Article 5 of Section V “General Condition of Contract”.

However, the test shall cover the following minimums:

- a) tensile and torsion strength of wires,
- b) galvanizing test of wires (zinc coat, uniformity and adhesion test),
- c) construction, size of wires and wire ropes,
- d) minimum breaking load of the wire ropes,
- e) modulus of elasticity of the wire ropes,
- f) test of lubrication

2. Cut Pieces of Wire Ropes

The supplier shall provide cable in reels and each reel shall contain the specified length in a single piece. Cut pieces of wire ropes in any reel shall not be accepted by the Purchaser.

3. Contract Execution Schedule

Wire ropes shall be delivered to the Purchaser as specified in the Delivery Schedule within 15 days after signing of the Contract. Except in case of Force Majeure, no time extension will be granted, whatsoever is written in GCC. If the manufacturer fails to supply within the stipulated period of delivery, the contract will be automatically terminated and performance bond will be forfeited and will not have any liability to the Purchaser.

4. Transportation & Packing Requirements

All cables have to be delivered on steel reels. 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 Delivery Schedule. 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. The packing case size shall be as per the length of steel wire ropes per reel specified in the Price Schedule for Goods in this Bid Document.

Furthermore, each cable reels for Project’s site have to be delivered with a tag mentioning Project name i.e. Helvetas/TBSU , length of wire ropes and diameter as per description given in the Price Schedule For Goods in this Bid Document.

5. Delivery & Documents

Cost of off-loading, laying down and stacking in good order of all reels is to be included in the unit prices taking into consideration that the Purchaser’s store does not possess the necessary lifting machines and cranes etc.

The Contract and the Goods shall remain at the risk of the Supplier until delivery has been completed.

6. Liquidated Damages

If the Supplier fails to give delivery of any or all of the Goods within the time periods specified in the Contract due to any reasons beside the unavoidable circumstances, the Purchaser may, without prejudice to any other remedy it may have under the Contract, deduct from the contract price, as liquidated damages 0.01% of the contract amount per day and it will be applicable immaterial of the fact that part delivery has been made. The maximum deduction shall not exceed 10% of the contract amount. The purchaser shall have the right to terminate the contract if the delay exceeds 100 days beyond the scheduled date of delivery. Taking a decision on extension of delivery time is the prerogative of the purchaser.

7. Particular Insurance Requirement

Costs of all insurance is to be borne by the Supplier for all risks covering supplier's warehouse to Purchaser's warehouse at Bardibas, Amlekhgunj, Nepalgunj, Pokhara, Itahari & Kathmandu Nepal.

8. Arbitration

With reference to Clause 15 of the General Conditions of Contract, if the Purchaser and the Supplier is unable to resolve a contract dispute, the same shall be referred for the legal purview to the court of Nepal at Kathmandu.

SECTION-VII : SPECIFICATION

1. Specification

Wire Rope are to comply with specifications as prescribed herein:

IS 1835 – 1977: Steel Wire Ropes

IS 6594 – 1977: Technical Supply Conditions for Wire Rope and Strands

IS 9282 – 1979: Specification of Wire Ropes and Strands for Suspension Bridge

IS 9182 – 1979: Specification for Lubrication of Wire Strands & Ropes

Or

ISO 2048 – 2004: Steel Wire Ropes for General purposes – Minimum Requirements and it's Normative References

Or

Equivalent other Codes (subject to acceptance by the purchaser).

Important Note: In any case, in addition to above Codes and Standards, all the requirements as specified below shall be fulfilled.

Lubrication:

Lubrication should be non-drying and non-bituminous type confirming to IS: 9182-1979 or ISO 4346 or other equivalent Codes. It should withstand storing at open atmosphere in touch with the ground and in inundation condition for a long duration and should prevent any kind of rust. Lubrication must be applied during manufacturing of the strands as well as during closing of the rope. Lubrication should withstand temperature up to 70°C (Drop Point).

2. Rope Particulars

Nominal diameter: **13 mm**

Construction : 7 x 7 (6/1)

- ◆ Lay : RHO, Right Hand Ordinary Lay
- ◆ Core : WSC, Wire Strand Core
- ◆ Tensile strength of wire : 1570 N/mm²
- ◆ Coating : Galvanized "A" Heavy
- ◆ Lubrication : Non - Drying and non-bituminous type

3. Compiled Data

Nominal Diameter (mm)	Approx. Mass (kg/m)	Approx. Load (kN/m)	Metallic Area (mm ²)	Min. Breaking Load (kN)	Permissible Load (kN)
13	0.64	0.0064	73	103	34
Mean value of Modules of Elasticity E = 110,000 N/mm ² = 110 kN/mm ²					

We confirm that we have read, understood and accept all the terms and conditions mentioned in this Bid Document.

Name and Stamp of the Company : _____

Authorized Signature of the Bidder : _____

Date : _____

Note: Each page of this document has to be signed by the Bidder.


SECTION-VIII : SPECIMEN OF FORM AND FORMATS

A. Contract Agreement

This agreement; made on the between M/s Helvetas Nepal of Dhobighat-3, Lalitpur (hereinafter "the Purchaser"), of the one part and M/s (hereinafter "the Supplier"), of the other part:

Whereas, the purchaser is desirous that the Supplier execute the supply and deliver of the steel wire ropes after the required testing as per specification section of this document to the different destination as specified in bid; contract No.: (hereinafter called "the goods") and the Purchaser has accepted the bid for [in words only] (hereinafter "the Contract Price").

Now this agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as integral part of this agreement.
2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement. This agreement shall prevail over all other contract documents:
 - (a) The contract agreement
 - (b) The special conditions of Contract (SCC)
 - (c) General condition of contract (GCC)
 - (d) The schedule of requirement
 - (e) The supplier's bid
 - (f) The price schedules
 - (g) The Letter of Acceptance
 - (i) The performance guarantee
 - (j) Any other documents specified in the SCC as forming part of this contract
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 execute and complete the supply 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 execution and completion of supply remedying of defects wherein 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.
5. The completion time for supply and delivery is days from the date of formal signing of the agreement.



In witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The common seal of Helvetas Nepal and M/s (supplier) here unto affixed in the presence of :

<p>On behalf of Purchaser Helvetas Nepal</p> <p>Signature: Name: Designation: Date:</p> <p>Seal:</p>	<p>On behalf of the Supplier</p> <p>Signature: Name: Designation: Date:</p> <p>Seal:</p>
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<p>Witness: On behalf of Purchaser Helvetas Nepal</p> <p>Signature:</p> <p>Name: Designation: Date: Seal:</p>	<p>Witness: On behalf of the Supplier</p> <p>Signature:</p> <p>Name: Designation: Daate: Seal:</p>
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B. Format of Bid Security (Bank Guarantee)

_____ [Bank's Name, and Address of Issuing Branch or Office]
 Beneficiary: _____ [Name and Address of Purchaser] Date: _____
 _____ BID GUARANTEE No.: _____ We
 have been informed that _____ [insert name of the Bidder] (hereinafter
 called "the bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid")
 for the supply and delivery of steel wire ropes [name of contract] under Invitation for Bids No.
 _____ ("the IFB"). Furthermore, we understand that, according to your conditions, bids
 must be supported by a bid security in a form of Bank Guarantee. At the request of the Applicant,
 we _____ [name of Bank] hereby irrevocably undertake to pay you a sum not
 exceeding in total an amount of _____ [amount in figures] (_____) [amount in
 words] upon receipt by us of your first demand in writing accompanied by a written statement
 stating that the Applicant is in breach of its obligation(s) under the bid conditions, because the
 Applicant: (a) has withdrawn its Bid during the period of bid validity; or (b) fails or refuses to
 execute the Contract Form, (c) fails or refuses to furnish the performance security, in accordance
 with ITB.

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

Name of Guarantor

Date : _____

By: _____

Title:
Authorized signatory

Address : _____



C. Sample Format of Performance Guarantee

“Whereas M/s _____ having their office at _____ have undertaken to supply Steel Wire Ropes in pursuance of their proforma invoice No. _____ dated _____ or Contract no. _____ dated _____ herein after called “the Contract”.

And whereas it has been stipulated by you in the contract that the supplier shall furnish you with a bank guarantee by a recognized bank of Nepal for the sum specified therein as security for compliances with the Supplier’s performance obligations in accordance with the Contract;

And whereas we have agreed to give the Supplier a Guarantee, therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total amount of NRs. _____

and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any cavil or argument, any sum or sums as specified by you within the limit of NRs. _____ aforesaid, without needing you to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until _____, 2021.

Name of Guarantor

Date : _____

By: _____

Title:
Authorized signatory

Address : _____

