



Rs. 3000/- (Three Thousand)

HCIL Receipt No. :

Date:

Signature:.. ..

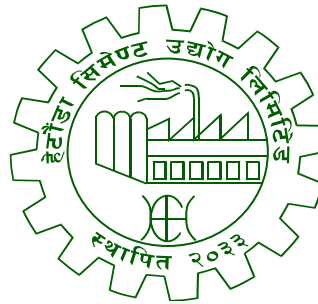
BIDDING DOCUMENT

FOR

SUPPLY AND DELIVERY

OF

Tray Segment for Kiln Inlet



BID INVITATION NOTICE No. 12/074/075

HETAUDA CEMENT INDUSTRIES LTD.
(An undertaking of Government of Nepal)

CENTRAL OFFICE

Hetauda Cement Industries Ltd.(HCIL)

Central Office

P.O.Box No. 24, Hetauda, Makawanpur, Nepal

Phone No.: 00977-57-412852/413020

Fax No. : 00977-057-412123

Email: info@hetaudacement.org.np

website www.hetaudacement.org.np.



TABLE OF CONTENT

<u>SECTION. NO.</u>	<u>DESCRIPTION</u>	<u>NO.OF PAGE(S)</u>
I	BID INVITATION NOTICE	1
II	INSTRUCTIONS TO BIDDERS	1 - 10
III	BID FORM AND PRICE SCHEDULE	1 - 4
IV	CONTRACT AGREEMENT	1
V	CONDITIONS OF CONTRACT	1-7
VI	DRAWINGS	2
VII	TECHNICAL SPECIFICATION	1
VIII	SAMPLE FORMS & LIST OF BANK ACCOUNTS	
	Bid Security Form	VIII-1
	Letter of Intent Form to award contract	VIII-2
	Letter of Acceptance Form	VIII-3
	Performance Security Form	VIII-4
	List of Bank	VIII-5
IX	GENERALGUIDELINE FOR TENDER BIDDER	IX-1



SECTION-I
BID INVITATION NOTICE



Hetauda Cement Industries Limited (HCIL)
Bid Invitation Notice for Supply and Delivery of
Tray Segment for Kiln Inlet
Contract Identification No: 12/074/075
(First publication date: 2074/ 09 / 23)

Hetauda Cement Industries Limited (HCIL) invites wax sealed bids or electronic bids from eligible bidders for the Supply and Delivery of **Tray Segment for Kiln Inlet** at plant site, Hetauda of HCIL.

2. Eligible Bidders may obtain further information and inspect the bidding documents at the office of **Hetauda Cement Industries Ltd. Central office Hetauda** or visit **www. bolpatra.gov.np.** or go through HCIL's website **www.hetaudacement.org.np.**
3. A complete set of bidding documents in English may be purchased by eligible Bidders on the submission of a written application along with the copy of company / firm registration certificate, ISO 9000 series certificate & authorization letter of manufacturer and upon payment of a non-refundable fee of **Rs.3000/- (Three Thousand)** from the Central Office, Hetauda or Kathmandu Office, Anamnagar, Kathmandu (phone no. 014269099) of HCIL within 15.00 hours of **30th day** from the first publication date of this notice.

For the purpose of bidders who choose to submit their bids electronically through **website http://www.bolpatra.gov.np** the bidder may purchase the hard copy of bidding documents as mentioned above or may choose to download the bidding documents, prepare their bids and submit their electronic bids as specified in the instructions to bidders. Bidders are also advised to follow E-procurement information of the same website **http://www.bolpatra.gov.np** In case the Bidder choose to download and submit bid electronically, the Bidders shall be required to deposit the non refundable fee for bidding document in the bank account of HCIL as specified in the bidding documents and electronic scanned copy (*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files.

4. Bids must be submitted to the Central office Hetauda on or before **12.00 hours of 31st day** from the first publication date of this notice. Alternatively, Bidders may submit their bid electronically through **website http://www.bolpatra.gov.np** within the same time and day. Late bids will be rejected.
5. Bids must be valid for a period of **90 days** counting from the day of bid opening and must be accompanied by a cash voucher for **Rs 27,000/- (Rs. Twenty-SevenThousand only)**. deposited in the bank account of HCIL or bank guarantee issued or counter guaranteed by A class commercial bank of Nepal in favor of HCIL for the same amount as bid security which shall be **valid for minimum 120 days** from the date of bid opening. Bidders submitting their bids electronically shall be required to submit scanned copy of bid security along with the electronic bid files. An original bidding documents along with bid security should have to submit within 7 days from the date of opening.
6. Bids (including e-bids) shall be opened in the presence of Bidders' representatives who choose to attend at **15.00 hours of 31st day** from the first publication date of this notice at central office Hetauda.
7. If the last date of purchasing, submission and opening falls on a HCIL's 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.
8. HCIL reserves the right to accept or reject any or all the bids without assigning any reason, whatsoever.

Hetauda Cement Industries Ltd.(HCIL)
Central Office
P.O.Box No. 24, Hetauda, Makawanpur, Nepal
Phone No.: 00977-57-412852/413020
Fax No. : 00977-057-412123
Email : info@hetaudacement.org.np



SECTION-II.
INSTRUCTIONS TO BIDDERS



SECTION – II
INSTRUCTION TO BIDDERS
TABLE OF CONTENTS

A. Introduction

1. Scope of Bid
2. Eligible Bidders
3. Cost of Bidding
4. One Bid per Bidder
5. Bids Submitted by a Joint Venture

B. Bidding Documents

6. Bidding Documents
7. Clarification of Bidding Documents
8. Amendment of Bidding Documents

C. Preparation of Bids

9. Language of Bid
10. Documents Comprising the Bid
11. Bid Form
12. Bid prices and currencies
13. Currency of Bid
14. Local Agent
15. Documents establishing the eligibility of the Bidder
16. Documents Establishing the Bidder's qualification to perform the contract
17. Bid Security
18. Period of validity of Bids
19. Format and signing of Bid

D. Submission of Bids.

20. Sealing and Marking of bids
21. Deadline for submission of Bids
22. Late Bids
23. Modification and withdrawal of Bids

E. Bid Opening and Evaluation

24. Bid Opening
25. Clarification of Bids
26. Examination of Bids and Determination of Responsiveness
27. Process to be Confidential
28. Evaluation and comparison of Bids
29. Contacting the purchaser
30. Site Visit

F. Award of Contract

31. Post Qualification
32. Award Criteria
33. Purchaser's Right to vary Quantities at Time of Award
34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids
35. Notification of Award
36. Signing of Contract
37. Performance Security
38. Corrupt or Fraudulent Practices
39. Conduct of Bidders
40. Blacklisting Bidders



SECTION – II **INSTRUCTION TO BIDDERS**

A. INTRODUCTION

1. Scope of Bid

- 1.1 Hetauda Cement Industries Limited (herein after called HCIL or purchaser) invites Bids for the **Supply and Delivery of Tray Segment for Kiln Inlet** as mentioned Technical specifications in section VII.
- 1.2 All Bids are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders within the deadline of bid submission. However, bidders wishing to submit their bids electronically through website www.bolpatra.gov.np may purchase the hard copy or may choose to download the bidding documents, prepare their bids and submit their electronic bids as specified in the instructions to bidders. Bidders are also advised to follow E-procurement information of the same website www.bolpatra.gov.np. In case the Bidder choose to download and submit bid electronically, the Bidders shall be required to deposit the non refundable fee for bidding document in the bank account of HCIL as specified in the bidding documents and electronic scanned copy (*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files.

2. Eligible Bidders

2.1 Eligible Bidder:

This invitation for Bids is open to all eligible suppliers who submit copy of following documents **with attestation from Notary Public Office.**

- (a) Up to date firm/company registration certificate.
- (b) VAT& PAN registration certificate.
- (c) Tax clearance certificate up to F/Y 2073/074
- (d) A written declaration stating that the bidder is not ineligible to participate in the bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or business related offence.
- (e) Joint venture authorization/ Agreement (if any)
- (f) Power of Attorney.
- (g) ISO 9000 series certificate of manufacturer.
- (h) Manufacturing license in case the manufacturer is bidder.
- (i) Authorization letter of the manufacturer, (b and c of above will not be applicable to Non-Nepalese bidders)
- (J) Bidder must submit at least two user's performance certificate of any two Cement Industries in Nepal & India .
- (K) The bidder should submit QAP (Quality Assurance Plan) along with the bids showing how they are going to maintain the required quality of the product.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and delivery of its bid and the purchaser will in no case be responsible for those costs.

4. One Bid per Bidder:

Each Bidder shall submit only one bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one bid shall cause all the proposals with the Bidder's participation to be disqualified.

5. Bids submitted by a Joint Venture

Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:

- a) The bid shall be signed so as to be legally binding on all partners;
- b) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;



- c) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; and
- d) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

B. THE BIDDING DOCUMENTS

6. BIDDING DOCUMENTS.

6.1 The Bidding Documents include:

Section -I	Bid Invitation Notice	
Section -II	Instructions to Bidders.	
Section -III	Bid Form and Price Schedule	
Section -IV	Contract Agreement Form	
Section -V	Conditions of Contract	
Section -VI	Drawing	
Section -VII	Technical Specification	
Section -VIII	Sample Forms & List of Bank Accounts.	
	Bid Security Form	VIII - 1
	Letter of Intent Form	VIII - 2
	Letter of Acceptance Form	VIII - 3
	Performance Security Form	VIII - 4
	List of Bank Account	VIII - 5
Section-IX	General Guideline for Tender Bidder	IX-1

6. The bidder is expected to examine all instructions, forms, terms and conditions & other details of the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of any bid not substantially responsive to the bidding document in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. Clarification of Bidding Documents:

A prospective Bidder requiring any further information or clarification of the Bidding Documents may request the Purchaser in writing or by fax. The purchaser will respond in no later than fifteen (15) days prior to the deadline for the submission of Bids.

8. Amendment of Bidding Documents:

- 8.1 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, shall amend or modify the Bidding Documents by issuing the addenda.
- 8.2 The amendment shall be part of the Bidding Documents, pursuant to Sub-Clause 6.1, will be notified in writing or by fax to all prospective Bidders who have purchased the Bidding Documents.
- 8.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids in accordance with Clause 21.

C. PREPARATION OF BIDS

9. 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 Nepali or in English.



10. DOCUMENTS COMPRISING THE BID

The Bid prepared by the bidder shall comprise the following components:

- a) Bid Form and a price schedule completed in accordance with clauses 11, 12 & 13.
- b) Documentary evidence established in accordance with clause 15, that the bidder is eligible to bid.
- c) Documentary evidence established in accordance with clause 16, that the bidder is qualified to perform the contract if its bid is accepted.
- d) Bid security furnished in accordance with clause 17.

11. BID FORM

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the Bidding Documents.

12. BID PRICES AND CURRENCIES

12.1 The Bidders shall complete the appropriate price schedule included herein, stating the unit prices and total bid prices of the **Tray Segment for Kiln Inlet** to be supplied under the contract. The bid prices shall be quoted in the following manner;

- a) Foreign bidders except from India shall quote the price in any convertible currency or in US\$ and Indian bidder must quote the price in Indian Rupees on the basis of CIF plant site, Hetauda Nepal inclusive of all taxes and duties leviable inside and outside Nepal and unloading charges at the place of final delivery except custom duty, VAT etc to be paid in custom office of Nepal.
 - b) Indian bidders should also note that Sales tax will not be charged for the **Tray Segment for Kiln Inlet** exporting to Nepal as the custom clearance certificate can be sent after entry of **Tray Segment for Kiln Inlet** into Nepal. Indian bidders shall also submit ARE-1 form for Nepal if the materials are excisable at the time of material dispatch.
 - c) Nepalese Bidders should quote the price on the basis of CIF plant site, Hetauda, Nepal in Nepalese currency inclusive of all taxes and duties including VAT leviable in Nepal and unloading charges at the place of final delivery.
- 12.2 Price quoted by the Bidder shall remain fixed and valid until completion of the contract performance and will not be subject to variation on any account.
- 12.3 If the Bidder intends to offer any discount, it should always be expressed in fixed percentage and that will not vary as the quantities varies and be applicable to each unit rate.

13. Currency of Bid :

Prices shall be quoted in the currency as specified in clause No. 12.

14. Local Agent:

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

- i. Name and address of the Agent/Representative,
- ii. The Agent/Representative providing type of services,
- iii. Amount of commission if the Agent/ Representative is entitled to get such payment and if he/she participate in the procedure of payment,
- iv. Other agreement with Agent/Representative, if any,
- v. Bidder should certify in the Letter of Authorization as follows:

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

If the agent has not been appointed:

- i. Source of information about tender invitation,



- ii. The remuneration given to the individual or firm/company or organization to work on his behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,
- iii. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,
- iv. 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.

14.2 If a foreign Bidder in his Bid, has not provided the information mentioned in Sub Clause 14.1 or has submitted his 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 black list such bidder.

15. **Documents Establishing the eligibility of the Bidder**

The bidders shall furnish document for eligibility as mentioned in clause No. 2. & 16.

16. **Documents Establishing the Bidder's Qualification to perform the Contract :**

16.1 Bidder must submit at least two user's performance certificate of any two Cement Industries in Nepal for their same types of product in recent two years .

16.2 The bidder should submit QAP (Quality Assurance Plan) along with the bids showing how they are going to maintain the required quality of the product.

17. **Bid Security :**

17.1 Pursuant to clause 10, the bidder shall furnish, as part of its Bid, bid security in the amount of **NRs 27,000/- (Rs. Twenty-Seven Thousand only)**.. The bid security should remain valid for **120** days from the date of opening of the bids.

17.2 The bid security shall be in one of the following forms;

- a) Bank guarantee issued or counter guaranteed by any "A" class commercial bank of Nepal in the form provided in sample form VIII-1
- b) Cash deposited in the bank account of purchaser as shown in List of Bank Accounts VIII-5

17.3 Any Bid not secured in accordance with clauses 17.1 and 17.2 above will be rejected by the purchaser as non-responsive.

17.4 An unsuccessful bidder's bid security will be discharged/ returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to clause 18.

17.5 The successful bidder's bid security will be discharged/ returned upon the bidder's executing the contract, pursuant to clause 36 and furnishing the performance security, pursuant to clause 37.

17.6 **The bid security may be forfeited:**

- a) If a bidder withdraws its Bid and / or does not accept the correction of errors pursuant to sub clause 26.2
- b) In the case of a successful bidder fails:-
 - i) to accept the notification of award
 - ii) to furnish the performance security in accordance with clause 37.
 - iii) to sign the contract in accordance with clause 36;

18. **Period of Validity of Bids :**

18.1 Bids shall remain valid for **90 (ninety)** days from the date of opening of Bids as prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.



- 18.2 In exceptional circumstances, the Purchaser may solicit Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing (or by cable). If the Bidder agrees to the extension request, the validity of the Bid security provided under Clause 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

19. Format and Signing of Bid :

- 19.1 The Bid Form and accompanying documents (as specified in clause 6), must be received by the purchaser at the date, time and place specified pursuant to clauses 20 and 21.
- 19.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such Authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of Bid shall be initialed by the person or persons signing the Bid.
- 19.3 The bid shall contain no inter lineation, erasures or overwriting, alterations or additions except as necessary to correct errors made by the Bidder or those to comply instructions issued by the Purchaser, in which case, such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

20. Sealing and Marking of Bids :

- 20.1 The Bidder shall seal the Bid in an envelope.
- 20.2 The envelope shall:
- Be addressed to the Purchaser at the given address.
 - Bear the words "Bidding document for supply and delivery of **Tray Segment for Kiln Inlet Bid Invitation Notice No. 12/074/075** and a statement: "DO NOT OPEN BEFORE... .. (Date and time)"
- 20.3 The envelope shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late."
- 20.4 If the envelope is not sealed and marked as required by Clauses 20.1 and 20.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

21. Deadline for Submission of Bids :

- 21.1 The Bid must be received by the Purchaser no later than the time and date specified in the Bid Invitation Notice.
- 21.2 The Purchaser may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 21.3 A bidder who wishes to submit the bid electronically shall visit the website mentioned in the bid invitation notice and upload the bid as instructed in the notice. Bidders who have submitted their bids electronically will also submit original bid documents (With attestation from notary public in case of photo copy) within seven days from the date of bid opening.

22. Late Bids :

Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 21, will be declared "Late bid" and rejected and returned unopened to the Bidder.



23. Modification, and Withdrawal of Bids :

- 23.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or substitution or withdrawal is received by the Purchaser prior to the deadline for submission of Bids prescribed in Clause 21.
- 23.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, and marked and dispatched in accordance with the provisions of Clause 20 and 23.1. With envelope duly marked as "WITHDRAWAL" or "MODIFICATION." as appropriate.
- 23.3 No Bid may be withdrawn, modified after the deadline for submission of Bids.
- 23.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to the Sub - Clause 17.6
- 23.5 Bidders may only offer discounts .or otherwise modify the prices of their bids by submitting Bid Modifications in accordance with Clause 23.

E. Bid Opening and Evaluation :

24. Bid Opening :

- 24.1 The Purchaser will open all Bids in the presence of Bidder's representatives who choose to attend, at the time, date, and place as specified in the **Bid Invitation Notice**. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 24.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out and recorded and the envelope containing the corresponding bid shall not be opened, but return to the bidder. No bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 24.3 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.
- 24.4 The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and alternative offers, and the presence or absence of requisite Bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced and recorded at the opening. No Bid shall be rejected at Bid opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to Clause 22 and 24.2
- 24.5 Electronic bids will be downloaded and printed at the time of bid opening and other procedure of bid opening will be followed along with the sealed bids.
- 24.6 The Purchaser will prepare minutes of the Bid opening indicating all remarks containing the name of the bidder, description of bid like modification or substitution or withdrawal, bid prices indicating the alternative bid prices if requested and discount offered if any, presence and absence of bid security, about late bids and other details as the Purchaser may consider appropriate. This minutes of bid opening shall duly signed by the Bidder and/or its representatives.

25. Clarification 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. The request for clarification and the response to it shall be in writing, and no change in the prices and substance of the Bid shall be sought, offered, or permitted, except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bid.



26. Examination of Bids and Determination of Responsiveness :

- 26.1 Prior to detail evaluation Bids, the Purchaser will determine whether each bid
- (a) Meets the eligibility criteria defined in Clause 2;
 - (b) Has been properly signed;
 - (c) Is accompanied by required securities;
 - (d) The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether is substantial responsive to the requirements of the Bidding documents.
- 26.2 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 shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited.
- 26.3 Prior to the detailed evaluation, pursuant to Clause 28, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. A material deviation or reservation is one:
- a) Which effects in any substantial way the scope, quality, or performance of the Contract;
 - b) Which limits in any substantial way, inconsistent with the Bidding documents, the Purchaser's right or the Bidder's obligations under the Contract; or
 - c) Whose rectification would affect unfairly the competitive position of the other Bidders presenting substantially responsive bids.
- 26.4 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 26.5 A Bid determined as not substantially responsive will be rejected by the Purchaser and not subsequently be made responsive by the Bidder by correction or withdrawal of non-confirming, deviation or reservations.

27. Process to be confidential :

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the Award of 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.

28. Evaluation and Comparison of Bids :

- 28.1 The Purchaser will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to Clause 26.
- 28.2 The Purchaser's evaluation of a Bid will be in the base of Bid Price as specified in the Price Schedule. The price quoted in foreign currency will be converted in Nepalese Rupees on the basis of exchange rate (Selling rate) of bid opening day published by Central bank of Nepal.
- 28.3 Custom duty VAT etc as per prevailing rules payable at the Nepalese custom office will be added in the bid price of foreign bidders.



- 28.4 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the purchaser will not be taken into account in Bid evaluation.
- 28.5 The Purchaser's evaluation of a Bid may take into account, in addition to the Bid price quoted in accordance with Clause 12, and one or more of the following factors.
- Delivery schedule offered in the Bid;
 - Deviations in payment schedule as prescribed in bid document
 - Other specific criteria indicated in the Bidding document and/ or in technical specification.
- 28.6 Comparison of Bids will be between the main Bids only unless alternative bids are to be considered in the event that the alternative Bid, if any, of the bidder whose main Bid is the lowest evaluated is considered more advantageous than its main Bid.

29. Contacting the Purchaser

- 29.1 Subject to Clause 25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 29.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

30. **Site Visit** : Not applicable.

F. Award of Contract

31. Post Qualification :

In the absence of prequalification, the purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in connection with the criteria listed in clause 16.

32. Award of criteria :

The Purchaser will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily

33. Purchaser's Right to Vary Quantities) at time of Award :

The purchaser reserves the right to increase or decrease, up to 10% (Ten percent) of the quantity of **Tray Segment for Kiln Inlet** originally specified in the bid invitation notice and price schedule of **Tray Segment for Kiln Inlet** without any change in price or other terms & conditions.

34. 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, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

35. Letter of Intent to Award the Contract / Notification of Award :

- 35.1 The purchaser shall notify the concerned Bidder whose bid has been selected in accordance with **ITB 32** within seven days of the selection of the bid, in writing that the purchaser has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.



35.2 Any Bidder who is not satisfied with the procurement process of purchaser's decision as per sub clause 35.1 and believes that the purchaser has committed an error or breach of duty which has or will result in loss to the bidder then the bidder may give an application for review of the decision to the purchaser with reference to the error or breach of duty committed by the purchaser. The review application should be given within 7 days of receipt of information regarding letter of intent to award the contract by the purchaser to the successful bidder.

35.3 If no bidder submits an application within the period of seven days of the notice provided under **ITB 35.1** the purchaser shall accept the bid selected in accordance with **ITB 32** and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.

36. Signing of Contract :

36.1 Within fifteen (15) days of receipt of the letter informing the submission of performance guarantee, the successful Bidder shall submit performance security as per clause 37 and sign the contract agreement with the Purchaser in the form provided with the bidding documents.

37. Performance Security :

37.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to 5% (five) percent of the contract agreement amount in accordance with conditions of contract in the form provided in Section VIII or another form acceptable to the purchaser.

37.2 Failure of the successful Bidder to comply with the requirement of Sub - Clause 36 or Clause 37.1 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 evaluated Bidder or call for new Bids.

38. Corrupt or Fraudulent Practices :

Government of Nepal requires that Purchaser, as well as Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government of Nepal:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible for a stated period of time.

39. Conduct of Bidders :

39.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Instruction to Bidders and GON's Procurement Act and Regulations.



39.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

- a) Give or propose improper inducement directly or indirectly,
- b) Distortion or misrepresentation of facts,
- c) Engaging in corrupt or fraudulent practice or involving in such act,
- d) Interference in participation of other competing bidders,
- e) Coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.
- 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.

40. **Blacklisting Bidders :**

40.1 Without prejudice to any other rights of the Purchaser under this Contract, the Public Procurement Monitoring Office (PPMO) may blacklist a Bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder & the bidder shall be ineligible to bid for that period.

- a) If it is proved that the bidder committed acts contrary to the Sub - clause 39.2,
- b) If the bidder fails to sign an agreement pursuant to clause 36,
- c) If it is proved later that the bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) If convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- e) If it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
- f) Other acts mentioned in the conditions of contracts.

40.2 A bidder declared blacklisted by the Government of Nepal, (Public Procurement Office) shall be ineligible to bid for a contract during the period of time determine by the PPMO.



SECTION-III.
BID FORM AND PRICE SCHEDULE



Section III **Bid Form**

Date:

To,
Hetauda Cement Industries Ltd.
P.O. Box NO. 24, Hetauda
Makawanpur, Nepal

Dear Sirs,

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Delivery of Tray Segment for Kiln Inlet** in conformity with the said Bidding documents for the sum of **[total Bid amount in words and figures]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the **Tray Segment for Kiln Inlet** in accordance with the delivery period or schedule specified in the price Schedule.

If our Bid is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of **90 (Ninety)** days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

----- (if none, state "none")	-----	-----
----------------------------------	-------	-------

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

As per your requirement, we have attached herewith the bid security in the form of bank guarantee/cash deposit voucher for (Amount) valid for **120** days from the date of opening of bids.

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the Bidding documents.

Dated this _____[dd] day of _____[mm] month of 20_____[yy].

[Name] _____

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of :



1. PRICE SCHEDULE FOR GOODS

(Applicable for quoting the prices by overseas Bidder in currencies other than Nepalese or Indian currency).

S.N	Description	Qty	Unit Rate		Amount
			In figure	In words	
1.	Tray Segment for Kiln Inlet as Per Drg No.HCIL-550	5 Nos			
a)	CIF Kolkata, India				
b)	Transportation and insurance charges from Kolkata port to site along with Clearing, forwarding and other charges				
c)	Total CIF Plant Site, Hetauda, (HCIL) Nepal,(Including all taxes and duties, expenses and unloading charges upto final destination inside & outside Nepal except custom duty VAT etc leviable at Nepal custom office.)				
(Inwords.....)					

Bidders Name :

Address :

Signature of Bidder

Phone :

Date :

Fax No. :

Stamp of Bidder's Firm



2. PRICE SCHEDULE FOR GOODS

(Applicable for quoting the prices by Indian Bidder in Indian currencies)

S.N	Description	Qty	Unit Rate		Amount
			In figure	In words	
1.	Tray Segment for Kiln Inlet as Per Drg No.HCIL-550	5 Nos			
a)	Ex-Factory				
b)	Excise duty @.....				
c)	Transportation and insurance upto site				
d)	Clearing, forwarding and other expenses.				
e)	Total CIF Plant Site, Hetauda, (HCIL) Nepal, (Including all taxes and duties expenses and unloading charge up to final destination inside & outside Nepal except custom duty, VAT etc leviable at Nepal custom office.)				
(In words.....)					

Bidder's Name :

Address :

Signature of Bidder:

Phone No. :

Date :

Fax No. :

Stamp of Bidder's Firm :



3. PRICE SCHEDULE FOR GOODS

(Applicable for quoting the prices in Nepalese currency)

S.N	Description	Qty	Unit Rate		Amount
			In figure	In words	
1.	Tray Segment for Kiln Inlet as Per Drg No.HCIL-550	5 Nos			
a)	Total				
b)	VAT @ 13%				
c)	Total CIF Plant site, Hetauda (HCIL), Nepal Including all Govt. Taxes and duties, custom duty etc in Nepal and unloading charges at plant site.				

Rate and amount of VAT will be charged as applicable at the time of dispatch or billing.

Bidder's Name :

Address :

Signature of Bidder:

Phone No. :

Date :

Fax No. :

Stamp of Bidder's Firm :



SECTION-IV
CONTRACT AGREEMENT FORM



Section IV
Contract Agreement Form

THIS AGREEMENT made on the [insert number] day of [insert month], [insert year], between **HETAUDA CEMENT INDUSTRIES LTD** of Lamsure, Hetauda-9, Makawanpur, 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 against Bid Invitation Notice No. 12/074/075 for Supply & Delivery of Tray Segment for Kiln Inlet** 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 Conditions of Contract;
 - (d) Technical Specification
 - (e) Performance bond
 - (f) Authorization letter.
 - (g) Test certificate issued by SGS , BV or LLOYDS

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 **Tray Segment for Kiln Inlet** 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 supply and delivery of the **Tray Segment for Kiln Inlet** 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)

Witness

- 1.
- 2.

Witness

- 1.
- 2.



SECTION – V
Conditions of Contract
TABLE OF CONTENTS

1. Definitions
2. Application
3. Country of Origin
4. Standards of **Tray Segment for Kiln Inlet**
5. Use of contract Documents and Information; Inspection and Audit
6. Patent Right
7. Performance Security
8. Inspection & Test
9. Packing
10. Delivery of goods
11. Insurance
12. Warranty
13. Payment
14. Price
15. Change of Order
16. Contract Amendments
17. Assignment
18. Delays in the supplier's performance
19. Liquidated Damages
20. Termination for Default
21. Force Majeure
22. Termination for Insolvency
23. Termination for Convenience
24. Settlement of Disputes
25. Governing Language
26. Applicable Law
27. Notice
28. Taxes and Duties
29. Supplier's Responsibilities
30. Purchaser's Responsibilities



Section V **Conditions of Contract**

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into 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.
- b) "Contract Documents" means the documents listed in the Agreement, including amendments thereto. 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.
- c) "The Contract Price" means the price payable to the Supplier without VAT under the Contract for the full and proper performance of its contractual obligations.
- d) "The Goods" means **Tray Segment for Kiln Inlet** as specified herein which the Supplier is required to supply to the Purchaser under the Contract.
- e) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- f) "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.
- g) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
- h) "The Purchaser" means the organization purchasing the Goods.
- i) "The Supplier" means the individual or firm supplying the Goods under this contract.
- j) "The Plant Site," means the place or places where plant is located.
- k) "Day" means calendar day.
- l) "The Governing Language" of the contract shall be English/Nepali.

2. Application

These Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

- 3.1 All Goods supplied under the Contract shall have their origin in Nepal or in the countries stated by the bidder or as mentioned in the contract.
- 3.2 For purposes of this Clause, "origin" means the place where the **Tray Segment for Kiln Inlet** was produced or through manufacturing, processing.
- 3.3 The origin of Goods is distinct from the nationality of the Supplier.

4. Standards of Tray Segment for Kiln Inlet

The goods supplied under this Contract shall conform to the Drawing & Technical Specification prescribed in section - VI & VII.

5. Use of Contract Documents and Information; Inspection and Audit.

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, 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.



- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, specified in Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. **Patent Rights**

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

7. **Performance Security**

- 7.1 The contractor shall cause performance security to be furnished to the purchaser in the amount of 5% (Five Percent) of the total contract price (inclusive of VAT where applicable). Such performance security shall be provided in the form provided herein or in form satisfactory to the purchaser at the time of signing of the contract agreement.
- 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 obligations under the Contract.
- 7.3 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 following forms:
 - a) A bank guarantee issued or counter guaranteed by an "A" class commercial bank of Nepal in the form provided herein or another form acceptable to the purchaser.
 - b) Cash deposited in the bank account of purchaser as shown in Section VII-5.
- 7.4 The validity of the performance security shall be **120 days** from the date of signing of the contract agreement.
- 7.5 The performance security will be released after 15 days of successfully completion of supply of material/Warranty Guarantee Period.

8. **Inspections and Tests**

- 8.1 The supplier can choose any one inspection agency from SGS or Bureau VERITAS or LLOYDS and get the material inspected and tested from them. The inspection & tests must be carried out by the inspection agency during manufacturing, final and packing stage. They must put stamp on certain quantity as per their normal practice. Inspection agency must mention in their report the inspection procedure followed by them, result of the inspection and conclusion. The Inspection agency must send draft inspection and test report prior to dispatch to the purchaser for approval of the dispatch (Cost for Inspection & Testing will be borne by the supplier).
- 8.2 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 quality of performance at the purchaser's cost prior to dispatch.
- 8.3 The supplier has to take dispatch clearance from the Purchaser.
- 8.4 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant technical information shall be furnished to the inspectors at no charge to the Purchaser.
- 8.5 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.



- 8.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Nepal shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.7 Nothing in Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. **Packing**

- 9.1 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.
- 9.2 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.
- 9.3 The packing, marking and documentation within and outside the packages shall comply strictly in accordance with international standard and practice and prescribed in Technical specification of **Tray Segment for Kiln Inlet** in section VII.

10. **Delivery of goods**

- 10.1 Delivery of the goods shall be made by the Supplier at the HCIL's Plant site, Hetauda Nepal within **90 (Ninety)** Days from the date of signing of contract or receipt of L/C as applicable.
- 10.2 The terms "EXW", "FOB", "CIF", "CIP" etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce (ICC), Paris.
- 10.2 The terms "EXW", "FOB", "CIF", "CIP" etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce (ICC), Paris.

11. **Insurance**

The Goods supplied under the Contract shall be fully insured by the supplier at his own cost for 110% value of contract price against loss or damage incidental to manufacturer or acquisition, transportation, storage and delivery in the manner specified in the contract. In case of Nepalese supplier as the payment is on site delivery basis, they need not to submit the insurance policy. However, the supplier may insure the **Tray Segment for Kiln Inlet** for their own protection.

12. **Warranty** :

- 12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused and in conformity with the specification or details as specified in the contract.
- 12.2 This warranty shall remain valid for as per manufacturer Company Rules .
- 12.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the Supplier shall replace the defective **Tray Segment for Kiln Inlet** thereof, within the period of 10 days (or such longer period as the purchaser may authorize in writing) without costs to the Purchaser.
- 12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the specified period as agreed, the Purchaser may proceed to take 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.



13. **Payment:**

13.1 Payment shall be made in the currency in which the contract price has been stated in the contract or specified in the document.

13.2 100% Payment will be made for the **Tray Segment for Kiln Inlet** supplied by Nepalese bidders in Nepali currency by an A/C payee cheque after receipt & acceptance of the **Materials** site on submission of Tax invoice and original test & inspection certificate / report issued by manufacturer as prescribed in clause 8.

13.3 Payment of the goods to be supplied by non Nepalese supplier shall be made through an irrevocable letter of credit in the following manners.

(i) 90% against presentation of original and copies of dispatch documents consisting of the followings:

(a) Commercial Invoice

(b) Packing List.

(c) Road consignment Note/Bill of Lading/Airway Bill.

(d) Insurance Policy.

(e) Photocopies of ARE-1 form, if required (Excise invoice applicable for Indian bidders only in case Excise Duty is refundable to Nepal govt. as per Trade Treaty).

f) **Certified by Nepal Bureau of Standards & Metrology .**

(ii) Balance 10% will be released within 10 days on written confirmation of HCIL after receipt and acceptance of the total contractual quantity of **Tray Segment for Kiln Inlet** at the Plant Site, Hetauda, Nepal.

13.4 Any expenses on L/C such as reimbursement charge, advising commission and interest incurred outside Nepal should be borne by the supplier. The supplier will bear L/C extension charges or bank draft charges of L/C opening bank in case of delayed supply even if an extension of delivery period has been granted by HCIL, except in case extensions granted by HCIL are attributable to force majeure.

13.5 Clearing forwarding and transportation charges (applicable only in case of materials to be supplied from countries other than Nepal and India) from Kolkata port to site shall be paid after delivery of entire materials.

14. **Price**

14.1 Prices charged by the Supplier for **Tray Segment for Kiln Inlet** delivered and Services performed under the Contract shall not vary from contract price with the exception of any price adjustment authorized by conditions of contract.

14.2 Purchaser shall not entertain Contract Price variation due to the effect of any notice of exchange rate variation of any convertible currency.

14.3 Conversion of any convertible currency into the Nepali currency shall be in the base of selling exchange rate established by the Nepal Rastra Bank.

15. **Change Orders**

15.1 The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

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/or

d. the Services to be provided by the Supplier.

15.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.



16. **Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

17. **Assignment**

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

18. **Delays in the Supplier's Performance**

18.1 Delivery of the **Tray Segment for Kiln Inlet** shall be made by the Supplier in accordance with the delivery schedule pursuant to clause No10.

18.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the **Tray Segment for Kiln Inlet** the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties.

18.3 Except as provided under Clause 21, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause (19), unless an extension of time is agreed upon pursuant to Clause 18.2 without the application of liquidated damages.

19. **Liquidated Damages**

If the Supplier fails to deliver the **Tray Segment for Kiln Inlet** within the time period (in accordance with agreed schedule) 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 delivered price excluding VAT of the delayed portion for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the contract price excluding VAT except in case of force majeure provided in clause 21.

20. **Termination for Default**

20.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part.

- a) if the Supplier fails to deliver the **Tray Segment for Kiln Inlet** within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Clause 18; or
- b) if the Supplier fails to perform any other obligation(s) under the Contract.
- c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

20.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Sub - Clause 20.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, **Tray Segment for Kiln Inlet** similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar **Tray Segment for Kiln Inlet**. However, the supplier shall continue performance of the contract to the extent not terminated.



21. **Force Majeure**

- 21.1 In the event that the supplier or the purchaser is delayed in performing any of their respective obligation under the contract, and such delay is caused by force majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restriction and freight embargoes, such delay may be excused and the period of such delay may be added to the time of performance of the obligation delayed.
- 21.2 If a force majeure situation arises, either of the parties shall promptly notify in writing of such conditions 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.

22. **Termination for Insolvency**

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

23. **Termination for Convenience**

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.

24. **Settlement of Disputes**

- 24.1 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.
- 24.2 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.
- 24.2.1 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 board prior to or after delivery of goods under this contact.
- 24.2.2 Arbitration proceedings shall be conducted in accordance with the rules of Nepal Council of Arbitration; and United Nations Commission of International Trade Law (UNCITRAL) Arbitration Rules.
- 24.3 Notwithstanding any reference to arbitration herein,
a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
b) the Purchaser shall pay the Supplier any monies due the Supplier.

25. **Governing Language**

The Governing Language shall be English but correspondence may be done in Nepali. Subject to Clause 26, the version of the Contract written in the English shall govern its interpretation.



26. **Applicable Law**

The Contract shall be interpreted in accordance with the laws of Nepal.

27. **Notices**

27.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address.

Purchaser's Address: Hetauda Cement Industries Ltd.
P.O. Box No. 24, Hetauda-9, Lamsure,
Makawanpur, Nepal.

Supplier's Address:

27.2 If a notice given pursuant to Sub Clause 27.1 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.

27.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

28. **Taxes and Duties**

The supplier shall be entirely responsible for all taxes, stamp duties, custom duty, license fees, income tax and other such levies imposed inside and outside Nepal. However for the goods supplied by Non- Nepalese supplier the custom duty and taxes leviable in the custom office of Nepal will be paid by the purchaser.

29. **Supplier's Responsibilities**

The Supplier shall supply the total quantity of **Tray Segment for Kiln Inlet** and delivery as per the contract.

30. **Purchaser's Responsibilities**

Whenever the supply of goods requires that the Supplier obtain permits, approval and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, makes its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

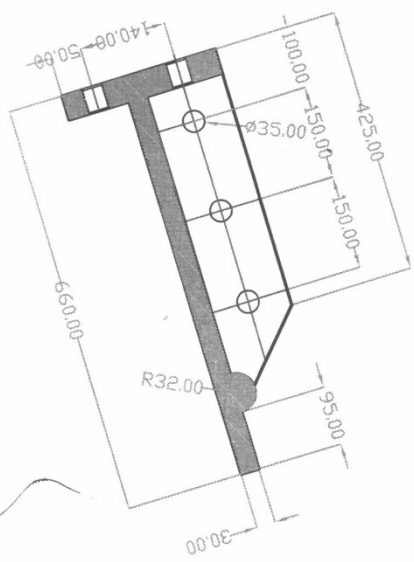
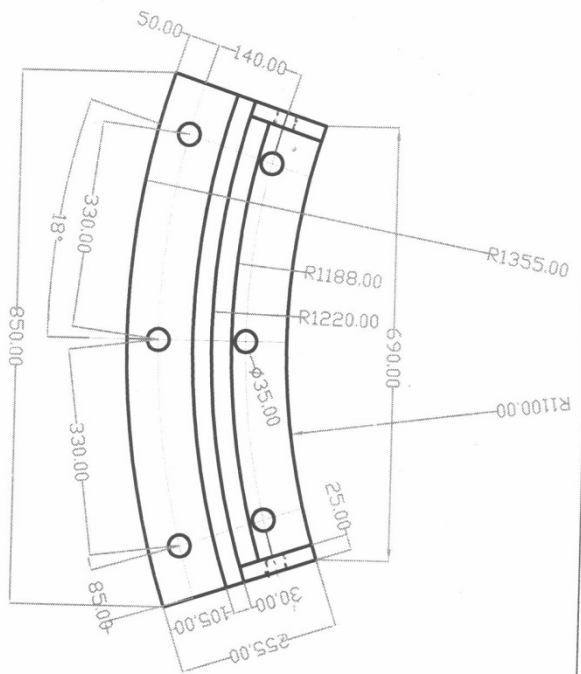


SECTION – VI
DRAWING



११/०९/१०
 ११/०९/१०
 ११/०९/१०

११/०९/१०
 ११/०९/१०



Note:

1. ALL DIMENSIONS ARE IN MM.
2. MATERIAL : IS:4522 GRADE-9

Date	Name	HETAUDA CEMENT IND.LTD.-NEPAL	
2010.09.10	R. P. Chaudhary	TRAY SEGMENT	DRG.NO. HCL-550
Chd. By		FOR KILN INLET.	
Scale: 1:1			



SECTION – VII

SPECIFICATION OF Tray Segment for Kiln Inlet



Specification of **Tray Segment for Kiln Inlet**

S.N	Technical Data		
1.	Tray Segment for Kiln Inlet	5 Nos	as per Drg. No HCIL-550



SECTION - VIII
Sample Forms



Section VIII
Sample Form
Sample Bid Security
Bank Guarantee

Bank's Name, and Address of Issuing Branch or Office
(On letter head of the 'A' class Commercial Bank)

Beneficiary: *Hetauda Cement Industries Ltd.*
P.O. Box NO. 24, Hetauda ,Makawanpur, Nepal

Date: 2074///

Bid Security No.:

We have been informed that***name of the Bidder***..... (hereinafter called "the Bidder") has submitted to you its bid dated(hereinafter called "the Bid") for the execution of **Supply & Delivery of Tray Segment for Kiln Inlet** for kiln shell under Invitation for Bids No. **12/074/075** (ITB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) 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.

This guarantee will remain in force up to and including the date number..... days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension (s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not latter than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458. Bank's seal and authorized signature(s).....

Note:

The bid security of has been counter guaranteed by the Bank on (Applicable for Bid Security of Foreign Banks).



Section VIII
Sample Form

Letter of Intent
(on letterhead paper of the purchaser)

Date

Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Purchaser and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.

To name and address of the contractor

Subject : Issuance of letter of intent to award the contract

This is to notify you that, it is our intention to award the contractdated for execution of the name of the contract and identification number, as given in the condition of contract 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:

C.C.

(Insert name and address of all other Bidders, who submitted the bid)



Section VIII
Sample Form

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 Bid dated **date** for execution of the..... name of the contract and identification number, as given in the condition of contract 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 contact this office to sign the formal contract agreement within 15 days. You are also required to submit Performance Security, as mentioned in the Condition of contract in the form of cash deposit or bank guarantee.

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:

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



Section VIII
Sample Form
Sample Form of Performance Security

To:
Hetauda Cement Industries Ltd.
P.O. Box No. 24, Hetauda
Makawanpur, Nepal.

WHEREAS [name and address of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of contract (reference number of the contract) dated (YY/MM/DD) to **Supply & Delivery of Tray Segment for Kiln Inlet** (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the supplier such a Bank guarantee:

NOW THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of guarantee in words and figures], and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, and without cavil or argument, any sum or sums within the limits of [amount of guarantee] 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 a **120 days from** the date of contract agreement.

Signature and seal of the Guarantors

[Name of Bank]

[Address]

[Date]



Section VIII
List of Bank Accounts

<u>S.No</u>	<u>Bank</u>	<u>Place</u>	<u>Current A/C No.</u>
1.	Nepal Bank Ltd.	Hetauda	02500100441500000001
2.	Rastriya Banijya Bank	"	130000037701
3.	Bank of Kathmandu Lumbini Ltd.	"	015700100027524
4.	Nepal Bangladesh Bank Ltd	"	009001731 C
5.	Himalayan Bank Ltd.	"	01100850420015
6.	Nabil Bank Ltd.	"	2301017500011
7.	Centuri Bank Ltd.	"	0260260000126 CA
8.	Sanima Bank Ltd.	"	0250000015001
9.	Everest Bank Ltd.	"	0420010520052
10.	KIST Bank Ltd.	"	04400000160 C
11.	Nepal SBI Bank Ltd.	"	20025240200093NPR
12.	Agriculture Development Bank Ltd.	"	05-085-00273881-01-6
13.	Siddhartha Bank Ltd.	"	02515025912
14.	Prabhu Bank	"	09011600280393000002
15.	Civil Bank	"	102910060429018
16.	EverestBank	"	4200105200052



Section IX General Guideline for Sealed Bidder

(बोलपत्र फाराम भर्ने सम्बन्धमा बोलपत्रदाताहरूको जानकारी को लागि सुझाव)

बोलपत्रदाताहरूले प्रस्ताव फाराम भर्दा निम्नानुसारको कुराहरूमा ध्यान दिनु हुन अनुरोध गरिन्छ ।

- १) बोलपत्रको सूचना प्राय : जानकारीको लागि गोरखापत्र र उद्योगको वेबसाईटमा प्रकाशित हुनेछ । गोरखापत्रमा सूचना प्रकाशित भए पछि, सो सूचना राम्रोसंग पढि बोलपत्र फारामको विस्तृत विवरण नेपाल सरकार, सार्वजनिक खरिद अनुगमन कार्यालयको वेबसाईट www.bolpatra.gov.np मा गई आफ्नो फर्मको नाम रजिष्ट्रेसन गरे पश्चात प्राप्त password बाट Login गरी बोलपत्रको सूचना र बोलपत्र फारामको विस्तृत जानकारी download गरी हेर्न सकिनेछ । साथै उद्योगको वेबसाईट www.hetaudacement.org.np बाट समेत बोलपत्र आह्वानको सूचना हेर्न/पढनका साथै बोलपत्र फाराम डाउनलोड गर्न सकिनेछ । वा बोलपत्रदाताको लिखित अनुरोधमा तोकिएको दस्तुर तिरी फाराम खरिद गर्न सकिनेछ ।
- २) बोलपत्रदाताले आफ्नो फर्मको तर्फबाट बोलपत्र प्रस्ताव तोकिएको मिति र समय भित्र हातैले उद्योगको केन्द्रिय कार्यालय लामसुरेमा दर्ता गर्न सकिनेछ । साथै नेपाल सरकार सार्वजनिक खरिद अनुगमन कार्यालयको वेबसाईट www.bolpatra.gov.np मार्फत विद्युतिय प्रस्ताव पेश गर्न चाहने बोलपत्रदाताहरूले सोही वेबसाईटमा तोकिए बमोजिमका आवश्यक प्रकृया पुरा गरी प्रस्ताव दर्ता गर्न सकिने छ । विद्युतिय माध्यमबाट बोलपत्र प्रस्ताव पेश गर्ने प्रस्तावदाताहरूले सक्कल बोलपत्र प्रस्ताव (Hard Coppy) प्रस्ताव खलेको ७ दिन भित्र अनिवार्य पेश गर्नु पर्ने छ ।
- ३) बोलपत्र फाराम खरिद गर्दा जुन फर्मको नामबाट रसिद काटीएको छ सोही फर्मकै नाममा प्रस्ताव पेश गर्नु पर्ने छ । नेपाली फर्महरूले आफ्नो विदेशी प्रिन्सिपल पार्टीको तर्फबाट स्थानिय एजेण्टको हैसियतले बोलपत्र प्रस्ताव पेश गर्दा प्रिन्सिपलकै नाममा पेश गरी विडबण्डमा समेत सोही व्यहोरा स्पष्ट लेखिएको हुनु पर्ने छ । नेपाली फर्मले विड गरेको अवस्थामा भुक्तानी नेपाली रुपैयाँमा नै गरिनेछ ।
- ४) नेपाल सरकार,सार्वजनिक अनुगमन कार्यालयको वेबसाईट www.bolpatra.gov.np मार्फत प्रस्ताव दर्ता गर्न चाहने दरभाउपत्रदाताले अन्तिम समयसम्म पर्खेर बस्नु भन्दा पनि कम्तिमा २ दिन पहिले नै आवश्यक कागजात तयार पारी website मा Upload गर्दा विधुतिय अवरोध, ईण्टरनेट तथा वेबसाईटमा गडबढी आदिबाट श्रृजना हुने संभावित अवरोध बाट बच्न सकिनेछ ।
- ५) बोलपत्रदाताले बोलपत्र सूचनामा तोकिए बमोजिमको रकम र अवधी पुग्ने गरी (बैंक जमानतको म्याद) विडबण्ड पेश गर्नु पर्छ । बोलपत्र प्रस्तावको खाममा विडबण्ड बापत नगद राख्नु हुदैन ।
- ६) बोलपत्र फारामको Instruction to Bidder का सबै बुँदा राम्रोसंग हेरी प्रस्ताव पेश गर्नु पर्छ ।
- ७) बोलपत्र फाराम को हरेक पानामा बोलपत्रदाता फर्मको तर्फबाट अधिकारप्राप्त व्यक्तिले दस्तखत गरी फर्मको छाप समेत लागे नलागेको जांच गर्नु पर्छ ।
- ८) बोलपत्र फारामको मुल्य उल्लेख गर्ने स्थानमा आफुले पेश गर्न चाहेको मुल्य अंक र अक्षर दुवैमा भर्नु पर्छ ।
- ९) आवश्यकता अनुसार बोलपत्रदाताले आफुले आपूर्ति गर्न चाहेको सेवा वा सामानको ब्राण्ड, वारेण्टी ग्यारेण्टी, दिन सकिने छुट आदि वारे स्पष्ट रुपमा उल्लेख गर्नु का साथै सामानको लिफलेट, क्याटलग संलग्न गर्नु पर्छ ।
- १०) बोलपत्रदाताले बोलपत्र प्रस्ताव फाराम भर्दा केरमेट भएको ठाँउमा दस्तखत भए नभएको जांच गर्नु पर्छ ।
- ११) बोलपत्र फारामसाथ पेश गर्नु पर्ने कागजातहरूको प्रतिलिपि नोटरी पब्लीकबाट प्रमाणित गरेको हुनु पर्छ ।
- १२) बोलपत्रदाताले आपूर्ति गरिने सामान वा सेवाको लागि निर्माता वा उत्पादक कम्पनी को आधिकारिक पत्र आवश्यक भनी लेखिएको अवस्थामा सो पत्र पेश गर्नु पर्छ ।
- १३) बोलपत्र प्रस्ताव फाराममा ISO Certificate दिनु पर्ने उल्लेख भए सो को प्रमाणित प्रति बोलपत्र साथ संलग्न गरे , नगरेको तथा SGS/LLOYED/Beuro Vasritas जस्ता संस्थाबाट Test certificate दिनु पर्ने उल्लेख गरेको भए सो अनुसार Test गराई सामान दिन सकिने, नसकिने राम्रो संग बुझि प्रस्ताव पेश गर्नु पर्छ ।

नोट :-बोलपत्रदाताहरूले बेलाबेलामा भुल गर्ने गरेको कारण उपरोक्त व्यहोरा स्मरण गराईएको भएतापनि बोलपत्र सूचना तथा फाराममा उल्लेखित कुराहरू मुख्य रुपमा आधिकारिक हुने भएकोले बोलपत्र फाराम राम्रो संग अध्ययन गरी सोही अनुसार प्रस्ताव पेश गर्न अनुरोध गरिन्छ ।

खरिद विभाग

हेटौडा सिमेण्ट उद्योग लि.