



**Government of Nepal
Ministry of Health
Department of Health Services
Logistics Management Division
Teku, Kathmandu**

BIDDING DOCUMENTS

for

**Procurement of
Transport Service**

Contract IDNo.:DOHS/S/NCB-42

August 2017



Government of Nepal
Ministry of Health
Department of Health Services
Logistics Management Division
Teku, Kathmandu
Invitation for Bids

Contract Identification No:DOHS/S/NCB-42

Procurement of Transport Service

First date of Publication: 1 August, 2017

1. The Government of Nepal has allocated the fund and intends to apply part of the funds to cover eligible payments under the Contract for the Procurement of Transport and Carrier Services under Contract Identification No.DOHS/S/NCB-42.Bidding is open to all eligible bidders.
2. The Department of Health Services, Logistics Management Division invites sealed bids from eligible bidders for carrying out the transportation of various medicines, drugs, hospital and medical equipment's, and instruments to different destinations of Nepal. The bidder may submit bid for single or more slices as mentioned on the Price Schedule of Bidding Document, and offer discounts/cross discounts. Evaluation will be done slice by slice basis, with contracts awarded based on the award combination that is of least cost to the Purchaser.
3. Interested Eligible Bidders may obtain further information and inspect the bidding documents at the office address as mentioned below, at their own convenience, on the LMD website (www.dohslmd.gov.np) and PPMO website (www.bolpatra.gov.np). Interested bidders must first register on the PPMO website to access the document and choose the electronic bidding procedure.
4. Bidding documents may be downloaded from the PPMO website or LMD website or be purchased from the office of **Logistics Management Division, Department of Health Services** upon payment of **Rs. 5,000.00**.The method of payment will be in the form of a cash deposit voucher in Revenue Title no 14227, Office code no. 27-370-11, Account no. Ka-1-1-001 of Rastriya Banijya Bank, Teku Branch.Bidding document will be available for purchase within office hours **upto 30-August, 2017**.
5. For the purpose who choose to submit their bid electronically through e-procurement section of PPMO website: <http://www.bolpatra.gov.np>, the bidders may either purchase the hard copy of bidding documents or may choose to download the necessary part of bidding documents, prepare their bids and submit their electronic bids as specified in the Instructions to Bidders. In case of bidder who choose to download and submit bid electronically, the bidder shall be required to deposit the cost of bidding document as specified above in the above mentioned Account No. of LMD at Rastriya Banijya Bank,



Teku Branch and electronic scanned copy (pdf format) of the Bank deposit voucher/tele transfer receipt shall also be submitted along with the electronic bid files.

6. Bids must be valid for a period of **90 days** counting from the day of bid opening and must be accompanied by separate or in aggregated bid security of **Rs.228,000.00** for Slice 1, **Rs.81,000.00** for Slice 2, **Rs.57,000.00** for Slice 3, **Rs.246,000.00** for Slice 4, and **Rs.71,000.00** for Slice 5 and **Rs. 85,000.00** for Slice 6, which shall be valid for 30 days beyond the bid validity period (i.e., **valid up to 28-Dec-, 2017**).
7. If bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in **Deposit A/C No.: 1700203 of Treasury Controller Office Tripureswor, Kathmandu, Office Code no: 27-370-11, at RastriyaBanijya Bank , Teku Branch** and submit the original receipt of the deposited amount of cash along with the bid.
8. Sealed Bids must be submitted to the office of **Logistics Management Division, Department of Health Services** on or before **12:00 hours on 31-Aug-, 2017**. Alternatively, bidders may submit their bid electronically through e-procurement section in PPMO website: **<http://www.bolpatra.gov.np>**, before the above deadline and as specified in the Instructions to Bidders. Documents received after this deadline shall not be accepted. Bids will be opened in the presence of the bidders' representatives who choose to attend at **13:00 hours on 31-Aug, 2017** at the office of **Logistics Management Division, Department of Health Services**.
9. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day. In such case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline unless amended by another notice.
10. The Employer reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.

Address:

**Logistics Management Division,
Department of Health Services
Teku Road, Pachali, Kathmandu, Nepal
Telephone: 4261768, Fax: 4261413**



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Part I – Bidding Procedures



Section I. Instructions to Bidders

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Instructions to Bidders

A. General

- | | |
|---|---|
| 1. Scope of Bid | <p>1.1 The employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.</p> |
| 2. Source of Funds | <p>2.1 In accordance with its annual program and budget, approved by the GoN, the implementing agency as defined in the BDS, intends to apply a portion of the allocated budget to cover eligible payments under the Contract for which this Bidding Document is issued.</p> |
| 3. Corrupt or Fraudulent Practices | <p>3.1 The Government of Nepal (GON) requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this bidding document;</p> <p style="text-align: center;">:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence |

improperly the actions of a party;

- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) (acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.

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

- (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 Employer the benefit of open competitive bid price,
- (g) contacting the Employer with an intention to influence the Employer 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.
- 3.3 PPMO, on the recommendation of the Procuring Entity may **blacklist** Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:
- (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- (b) If it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information..
- 3.4 A bidder declared blacklisted and ineligible by the GoN, Public procurement Monitoring Office (PPMO), and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.
- 3.5 The Service Provider shall permit the GoN/DP to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.

4. Eligible Bidders

- 4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in Section IV of this document. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries mentioned in Section IV.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous,

operate under commercial law, and are not a dependent agency of the Employer.

4.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the GoN/DP in accordance with ITB Sub-Clause 3.1.

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section III.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section III, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last three years;
- (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past

- three years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to the Employer to seek references from the Bidder's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
 - (d) one of the partners shall 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
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) annual volume of Services of at least the amount **specified in the BDS**;

- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with three years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

6. One Bid per Bidder

- 6.1 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 (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit

- 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for

the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if Applicable)
Section IX	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders

shall acknowledge receipt of each addendum by cable to the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the

Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three freely convertible currencies.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without

forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
 - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in

accordance with ITB Sub-Clause 16.2;

- 17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.
- 17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.
- 17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.
- 17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods

and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, 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 original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and



- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids after they have been submitted either in hard copy or by e-submission. Procurers for withdrawal or modification of submitted bids are as follows:
- (i) Bids submitted in hard Copy:
- a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB sub-clause 19.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:
- (aa) prepared and submitted in accordance with ITB Clauses 19 and 20, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL” or “MODIFICATION”; and
- (bb) received by the Purchaser twenty four hours prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 21.
- (ii) E-submitted bids:

- a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder will not be able to submit another bid for the same bid.
 - b) Withdrawal and modification of bids through hard copy shall not be considered in case of e-submitted bids.
- 23.2 Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders after completion of the bid opening.
- 23.3 Bidders may submit request for withdrawal or modification only one time. Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modification through different medium shall not be considered.
- 23.4 The following provisions apply for withdrawal or modification of the Bids:
- (i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior to the deadline for submission of bids and the expiration of the period of bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2.
 - (ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2.

Otherwise the Bid may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders'



representatives who choose to attend at the time and in the place **specified in the BDS.**

- 24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of

the bids in accordance with ITB Clause 28.

- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer 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 Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices 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 an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be

considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

29. Currency for Bid Evaluation

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

or

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

- 30.3 The Employer 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 Employer will not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 31. Preference for Domestic Bidders**
- 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

- 32. Award Criteria**
- 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids**
- 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.
- 34. Notification of Award and Signing of Agreement**
- 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in

the Contract called the “Contract Price”).

- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 14 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

35. Performance Security

- 35.1 Within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance

- 36.1 The Employer will provide an Advance Payment on the



Payment and Security

Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS.**

37. Provision of PPA and PPR

- 37.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Special Instructions and Procedure for Electronic Submission of the Bids

1. Electronic Bid Submission is permitted in this bidding procedure.
2. If bidders submit their bids electronically, the electronic bid submission procedures shall be:

A) Bid submission procedure through electronically (e-submission):

- i) Interested bidders may either purchase the Bidding documents from the Employer's office as specified in the IFB Notice or choose to download the bidding documents from the e-procurement section of PPMO website <http://www.bolpatra.gov.np>. In case, the bidder choose to download the bidding documents, prepare his/her bids on downloaded documents, and submit his/her bid electronically, the Bidder is required to deposit the cost of bidding document (as specified in the bid notice) in the Employer's account as specified in the notice. In addition, electronic scanned copy (PDF format) of the Bank deposit voucher shall also be required to be submitted along with the electronic bid files.
- ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents or downloaded bid documents), signed by the authorized representative and with seal of the company:
- iii) The Bidder shall then scan the completed original documents, forms inPDF files with appropriate filename as shown in the table below. PDF (Adobe Acrobat) version must be 4.0 or above.

S. No.	Document	PDF File Name	Requirement	Remarks
1	Service Provider's Bid as ofSection III	Bid form -1	Mandatory	
2	Bid Security (Bank Guarantee) as of Section III	Bid security-2	Mandatory	
3	Company Registration / Incorporation	Company reg-3	Mandatory	All firms in case of JV
4	VAT Registration	VAT reg-4	Mandatory For Nepali firms	All firms in case of JV
5	Tax Clearances Certificate	Tax-5	Mandatory For Nepali firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint Venture Agreement	JV doc-7	Mandatory	In case ofJV
8.	Price Schedule with Rate, Amount and Total Amount as of Section III	Price-8	Mandatory	
9.	Declaration Form	Declaration-9	Mandatory	

10.	Qualification Informations of Section III	Qualification-10	Mandatory	
11.	Bank deposit Voucher for bid document purchasing	Bank Voucher-11	Mandatory	In case the bid doc. is downloaded electronically

Note: Mandatory means the mentioned files must be included in e-submission and non submission of such file shall be considered as non-responsive bid.

- iv) For e-submission purpose the Bidder shall, at first, register in the e-procurement section of PPMO website <http://www.bolpatra.gov.np>.
- v) After preparing all the required bidding documents in PDF scan files as specified in (ii) and (iii), the Bidder shall upload the PDF bid files and submit his complete bid online through e-procurement section of PPMO website, <http://www.bolpatra.gov.np>. within the specified date and time.

B) Requirements and Conditions for e-submission of bid:

- i) The e-submitted bids must be readable through Adobe Acrobat Reader. Unreadable and or incomplete bid files shall be considered incomplete and rejected for further bid evaluation.
- ii) **In addition to electronically submitted PDF files, the Bidder shall be required to submit original Bid security letter and all the hard copy documents within 7 (seven) days of bid opening. Non submission of original Bid security letter and hard copy documents by the Bidder within 7 (seven) days may cause forfeiture of Bid Security.**
- iii) In case of major discrepancy found between electronically submitted PDF bid files and hard copies documents provided by the Bidder, the bid shall not be considered for further evaluation.
- iv) Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders are fully responsible to use the e-submission facility properly in e-procurement section of <http://www.bolpatra.gov.np> in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.
- v) When a Bidder submits electronic bid by downloading the bidding documents from the <http://www.bolpatra.gov.np> webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.
- vi) In case, the Bidder chooses to download the bidding documents and deposit the cost of bidding document (as specified in the bid notice) in the account of LMD such deposited amount shall be verified by the office during bid evaluation process. The bid shall be non-responsive and shall not be evaluated if the

specified cost for bidding document is not deposited in the specified account of LMD.

3. Deadline for Submission of Bids and Late Bids:

- i) The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.
- ii) The standard time for e-submission is Nepalese Standard Time as set out in the server of PPMO.
- iii) The e-procurement system will, automatically, not allow the e-submission of bid after the deadline for submission of bid.

4. Bid Opening:

- i) Electronically submitted bid shall be opened at first at the same time and on date as specified above.
 - ii) The e-procurement system allows the Employer to download the e-submitted bid files from the bidders only after the time for opening the bids.
 - iii) The e-submitted bids must be readable through Adobe Acrobat Reader. Unreadable and/or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.
 - iv) After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
5. If Bidder submits his bid electronically in PDF files as stated above, submission of hard copy of “original bid” before the date of bid submission is not mandatory. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission deadline, the Bidder’s electronic bid and original bid in hard copy will be accepted for evaluation, provided if the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and original bid in hard copy it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	The Employer is: Logistics Management Division, Department of Health Services. The name and identification number of the Contract is: DOHS/NS/NCB-42
1.2	The Intended Completion Date is 12 months from the date of contract signing.
2.1	The Implementing Agency is: Logistics Management Division, Department of Health Services.
4	Please add following clause after clause 4.1: 4.1.1 The bidder must be registered in Nepal as Transport Company or as Transport Service Provider.
5.2	Prequalification has not been undertaken.
5.3	The Qualification Information and Bidding forms to be submitted are as follows: The bidder must have experience in similar service at least for the last 3 (Three) years.
5.4	The information needed for Bids submitted by joint ventures is as follows: <i>No additional information</i>
5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows: <i>None</i>
5.5(a)	Not Applicable
5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 3 years the following: i) One contracts of Transport Service executed in Nepal. The bidder must submit the Customer Reference Certificate and respective Contract Document as the evidence, along with the bid.
5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: The bidder must have at least Three full body Trucks (each of capacity to carry minimum 10 MT) own, lease or hire. Attested copies of Bill Book (Vehicle Registration) and Agreement Copy

	for hire/lease of vehicle must be attached in the bid.
5.5(e)	Not Applicable
5.6	Subcontractors' experience will not be taken into account.
B. Bidding Data	
9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be: One Original only
C. Preparation of Bids	
12.1	Language of the bid: English
13.1	The additional materials required to be completed and submitted are: <ol style="list-style-type: none"> 1. Up to date Company Registration Certificate 2. VAT/PAN Registration Certificate 3. Tax Clearance Certificate of last three years. 4. A written declaration made by the bidder stating that the bidder is not ineligible to participate in the bid; has not conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence 5. The original document issued by the employer initialed by the authorized representative of the bidder 6. All the documents required as per ITB 5
14.4	The Contract is not subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
15.1	Local inputs shall be quoted in Nepalese Rupee.
16.1	The period of Bid validity shall be 90 days counting from the day of bid opening specified in the BDS.
17.1	The Bidder shall provide: Bid Security issued by A Class Commercial Bank of Nepal in favor of Logistics Management Division, Department of Health Services; Valid at least up to 28-Dec, 2017 Or, in the form of Cash Deposit as mentioned on the notice.
17.2	The amount of Bid Security shall be: <p>Slice .1: Rs.228,000.00</p> <p>Slice .2: Rs.81,000.00</p> <p>Slice .3: Rs.57,000.00</p> <p>Slice 4: Rs. 246,000.00</p> <p>Slice 5: Rs.71,000.00</p>

	Slice 6 : Rs 85,000.00
18.1	Alternative bids are not permitted.
18.2	Alternative times for completion are not permitted.
18.4	Alternative technical solutions shall not be permitted
D. Submission of Bids	
20.2	<p>a) The Employer's address for the purpose of Bid submission is:</p> <p style="padding-left: 40px;">Logistics Management Division Department of Health Services Ministry of Health & Population Teku Road, Pachali, Kathmandu, Nepal Phone No: 977-1-4261768 Fax: 977-1-4261413</p> <p>b) For identification of the bid the envelopes should indicate:</p> <p style="padding-left: 40px;">Contract Name: Procurement of Transport Service Contract Identification Number: DOHS/S/NCB-42</p> <p>c) Bid Opening Date and Time: 31-August, 2017 at 13:00 hrs</p>
21.1	The deadline for submission of bids shall be: 31-August, 2017, 12:00 hrs.
E. Bid Opening and Evaluation	
24.1	<p>Bids will be opened at: 13:00 hrs of the day 31-August, 2017 at the following address:</p> <p style="padding-left: 40px;">Logistics Management Division Department of Health Services Teku Road, Pachali, Kathmandu, Nepal</p>
29.1	Currency chosen for the purpose of converting to a common currency. N/A
F. Award of Contract	
35.1	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of Bank Guarantee for an amount as mentioned below.</p> <p>The Supplier shall provide a Performance Security as follows:</p> <p>i) If the contract price of bidder selected for acceptance is within 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) If the contract price is below 15 percent of the cost estimate, the performance security amount shall be determined using the following formula:</p> <p>Performance Security= [(0.85 x Cost Estimate- Contract Price) x 0.5 +</p>

	Contract Price x 0.05] The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Employer. The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of 15 months after signing the contract.
36.1	The Advance Payment shall not be provided.

Section III. Bidding Forms

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Service Provider's Bid

[date]

To: [name and address of Employer]

Having examined the bidding documents including addenda No, we offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of [amount in numbers], [amount in words] [names of currencies].

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

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")		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



Price Schedule

Slice:1 - Transportation from Pathalaiya Store to Districtsof Eastern Region

SN	Destination for Transport from Pathalaiya	Physical Unit	Estimated weight	Unit Price Per KG (NPR)	Total Amount (NPR)
1	Bhojpur	KG	14,089		
2	Dhankuta	KG	4,167		
3	Ilam	KG	8,421		
4	Jhapa	KG	17,260		
5	Khotang	KG	11,872		
6	Morang (Including RMS)	KG	40,512		
7	Okhaldhunga	KG	9,415		
8	Panchthar	KG	11,932		
9	Sankhuwasabha	KG	12,283		
10	Saptari	KG	31,002		
11	Siraha	KG	13,280		
12	Solukhumbu	KG	48,111		
13	Sunsari	KG	31,589		
14	Taplejung	KG	8,874		
15	Terathum	KG	9,273		
16	Udaypur	KG	18,161		
TOTAL					
VAT 13%					
GRAND TOTAL					

Total Amount in Words (Slice 1): **NPR**

Slice:2- Transportation from Pathalaiya Store to Districtsof Central Region

SN	Destination for Transport from Pathalaiya	Physical Unit)	Estimated Weight	Unit Price Per KG (NPR)	Total Amount (NPR)
1	Bara (Including Pathalaiya Store)	KG	19,177		
2	Bhakatapur	KG	12,393		
3	Chitwan	KG	30,934		
4	Dhading	KG	23,620		
5	Dhanusa	KG	18,409		
6	Dolakha	KG	50,202		
7	Kathmandu	KG	91,096		
8	Kabhre	KG	12,560		
9	Lalitpur	KG	13,583		
10	Mahottari	KG	24,489		
11	Makawanpur (Including RMS Hetauda)	KG	20,343		
12	Nuwakot	KG	13,189		
13	Parsa	KG	16,969		
14	Ramechhap	KG	14,469		
15	Rasuwa	KG	50,086		
16	Rautahat	KG	24,738		
17	Sarlahi	KG	22,131		
18	Sindhuli	KG	18,588		
19	Sindhupalchowk	KG	12,808		
	TOTAL				
	VAT 13%				
	GRAND TOTAL				

Total Amount in Words (Slice 2): **NPR**

Slice:3- Transportation from Pathalaiya Store to Districts of Western Region

SN	Destination for Transport from Pathalaiya	Physical Unit)	Estimated Weight	Unit Price Per KG (NP.)	Total Amount (NPR)
1	Arghakhachi	KG	9,087		
2	Baglung	KG	8,835		
3	Gorkha	KG	10,419		
4	Gulmi	KG	20,064		
5	Kapilbastu	KG	34,364		
6	Kaski (including Regional Direcorate, Pokhara)	KG	13,915		
7	Lamjung	KG	6,983		
8	Manang	KG	2,109		
9	Mustang	KG	3,252		
10	Myagdi	KG	9,891		
11	Nawalparasi	KG	17,126		
12	Palpa	KG	13,483		
13	Parbat	KG	8,582		
14	Rupandehi (including Regional Medical Store Butwal)	KG	38,719		
15	Syangja	KG	11,036		
16	Tanahun	KG	14,949		
	TOTAL				
	VAT 13%				
	GRAND TOTAL				

Total Amount in Words (Slice 3): **NPR**.....

Slice: 4 -Transportation from Pathalaiya Store to Districtsof Mid Western

SN	Destination for Transport from Pathalaiya	Physical Unit	Estimated Quantity	Unit Price Per Kg (NPR)	Total Amount (NPR)
1	Banke (including Regional Medical Store, Nepalgunj)	KG	44,033		
2	Bardiya	KG	31,705		
3	Dailekh	KG	12,056		
4	Dang	KG	25,321		
5	Dolpa	KG	5,525		
6	Humla	KG	10,006		
7	Jajarkot	KG	8,867		
8	Jumla	KG	20,593		
9	Kalikot	KG	6,254		
10	Mugu	KG	21,461		
11	Pyuthan	KG	10,308		
12	Rolpa	KG	8,588		
13	Rukum	KG	11,007		
14	Salyan	KG	7,405		
15	Surkhet	KG	18,185		
	TOTAL				
	VAT 13%				
	GRAND TOTAL				

Total Amount in Words (Slice 4): **NPR**.....

Slice: 5 -Transportation from Pathalaiya Store to Districts of Far Western

SN	Destination for Transport from Pathalaiya	Physical Unit	Estimated Quantity	Unit Price Per Kg (NPR)	Total Amount (NPR)
1	Achham	KG	28,505		
2	Baitadi	KG	7,084		
3	Bajhang	KG	9,676		
4	Bajura	KG	6,397		
5	Dadeldhura	KG	7,908		
6	Darchula	KG	7,565		
7	Doti	KG	10,409		
8	Kailali (including Regional Medical Store, Dhangadhi)	KG	72,383		
9	Kanchanpur	KG	14,987		
	TOTAL				
	VAT 13%				
	GRAND TOTAL				

Total Amount in Words (Slice 5): **NPR**

Slice: 6 -Transportation from Kathmandu Store to different Districts

SN	Destination for Transport from Kathmandu	Physical Unit	Estimated Quantity	Unit Price Per Kg (NPR)	Total Amount (NPR)
1	Bhojpur	KG	2,350		
2	Dhankuta	KG	3,700		
3	Ilam	KG	2,200		
4	Jhapa	KG	3,700		
5	Khotang	KG	2,700		
6	Morang (including Regional Medical Sotre, Biratnagar)	KG	7,650		
7	Okhaldhunga	KG	2,100		
8	Panchthar	KG	1,800		
9	Sankhuwasava	KG	1,600		
10	Saptari	KG	5,150		
11	Siraha	KG	5,000		
12	Solukhumbu	KG	1,400		
13	Sunsari	KG	3,450		
14	Taplejung	KG	1,950		
15	Terhathum	KG	1,350		
16	Udayapur	KG	2,100		
17	Bara (including Pathalैया Store)	KG	7,200		
18	Bhaktapur	KG	5,650		
19	Chitwan	KG	2,450		
20	Dhading	KG	7,200		
21	Dhanusha	KG	4,750		
22	Dolakha	KG	3,950		
23	Kathmandu	KG	15,000		
24	Kavrepalanchok	KG	8100		
25	Lalitpur	KG	5,250		
26	Mahottari	KG	3,650		
27	Makwanpur (including Regional Medical Store, Hetauda)	KG	9,700		
28	Nuwakot	KG	5,600		
29	Parsa	KG	3,650		
30	Ramechhap	KG	4,600		
31	Rasuwa	KG	1,800		
32	Rautahat	KG	4,250		
33	Sarlahi	KG	4,650		
34	Sindhuli	KG	2,300		
35	Sindhupalanchok	KG	7,800		
36	Arghakhanchi	KG	1,750		

37	Baglung	KG	2,400		
38	Gorkha	KG	2,650		
39	Gulmi	KG	3,050		
40	Kapilbastu	KG	3,550		
41	Kaski (including Regional Direcorate, Pokhara)	KG	4,600		
42	Lamjung	KG	2,150		
43	Manang	KG	600		
44	Mustang	KG	650		
45	Myagdi	KG	1,500		
46	Nawalparasi	KG	3,700		
47	Palpa	KG	2,600		
48	Parbat	KG	2,000		
49	Rupandehi (including Regional Medical Store Butwal)	KG	3,650		
50	Syangja	KG	2,650		
51	Tanahun	KG	2,050		
52	Banke (including Regional Medical Store, Nepalgunj)	KG	5,350		
53	Bardiya	KG	2,150		
54	Dailekh	KG	2,250		
55	Dang	KG	2,400		
56	Dolpa	KG	850		
57	Humla	KG	1,000		
58	Jajarkot	KG	1,450		
59	Jumla	KG	1,250		
60	Kalikot	KG	1,350		
61	Mugu	KG	1,000		
62	Pyuthan	KG	2,000		
63	Rolpa	KG	2,000		
64	Rukum	KG	1,800		
65	Salyan	KG	1,900		
66	Surkhet	KG	4,400		
67	Achham	KG	2,800		
68	Baitadi	KG	2,500		
69	Bajhang	KG	1,850		
70	Bajura	KG	1,250		
71	Dadeldhura	KG	1,300		
72	Darchula	KG	1,550		
73	Doti	KG	3,250		
74	Kailali (including Regional Medical Store, Dhangadhi)	KG	4,900		
75	Kanchanpur	KG	1,700		

	TOTAL	
	VAT 13%	
	GRAND TOTAL	

Total Amount in Words (Slice6): **NPR**.....

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Stamp:

Date:

- Note:**
1. The bidder may quote single or more slices as mentioned above and must quote the price of all destination (items) in the slice. Dropping of any destination/item in any slice may result rejection of the bid for that slice.
 2. In case of variation of the estimated quantity, the unit price will be considered for calculation of total value.
 3. If there is any discrepancy between unit price and total price, unit price shall prevail
 4. If there is any discrepancy between amount in figure and amount in word, amount in word shall prevail.
 5. Loading, Unloading, all taxes, duties, octroi and other levies must be borne by the bidder (service provider). It will be considered that they are included in the above quoted price. The employer will not reimburse any such payments.



Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in three years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.3(e) and GCC Clause 4.1. **(Not Applicable)**

Position	Name	Years of experience	Years of experience



(general)	in proposed position
(a)	
(b)	

1.6 Proposed subcontracts and firms involved. Refer to ITB 5.6

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with



the requirements of the bidding documents.

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.12 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) 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
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Bid Security (Bank Guarantee)

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

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

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

[signature(s)]



Section IV. Eligible Countries

All Countries are Eligible

Part II – Activity Schedule

Section V . Activity Schedule

The quantities mentioned in the price schedule are estimated only. It may vary as per actual requirement. The successful bidder should transport the items as per the work order issued by the LMD.

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (f) “Employer” means the party who employs the Service Provider
- (g) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (h) “GCC” means these General Conditions of Contract;
- (i) “Government” means the Government of the Employer’s country;
- (j) “Local Currency” means the currency of the country of the Employer;
- (k) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (l) “Party” means the Employer or the Service Provider, as the case

may be, and “Parties” means both of them;

- (m) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (n) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (o) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (q) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (r) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (s) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

1.6 Authorized Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the



- Representatives** Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the GoN/DP** The Service Provider shall permit the GoN/DP to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes

a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the GoN/DP’s inspection and audit rights provided for under clause 1.7 above.

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In case of DP Funded: In the event that the DP suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the DP's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and



employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary

or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of

liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the

Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

- (a) The price payable in local currency is **set forth in the SCC**.
- (b) The price payable in foreign currency is **set forth in the SCC**.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the

Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be

applied to the respective component factor of p_n for the formula of the relevant currency. Z_0 is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified

by the Employer's notice.

- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the Employer and the Service Provider shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them.

8.2.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.

8.2.3 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.

Section VII. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in Nepal ”
1.1(c)	The contract name is Procurement of Transport Service
1.1(f)	The Employer is Department of Health Services, Logistics Management Division
1.1(k)	The Member in Charge is Dr. Bhim Singh Tinkari, Director
1.1(n)	The Service Provider is _____
1.2	The Applicable Law is: Law of Nepal
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Employer: Department of Health Services, Logistics Management Division</p> <p>Attention: Director, Logistics Management Division, Department of Health Services</p> <p>Tel: 977- 1-426 1768</p> <p>Facsimile: 977- 1- 426 1413</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Tel: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is: One year from the date of signing of contract.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.2.3	Activities prohibited after termination of this Contract are: NA
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle: As per Transport Law of Nepal (ii) Third Party liability: As per Transport Law of Nepal (iii) Employer's liability and workers' compensation: As per Transport Law of Nepal (iv) Professional liability: 100% compensation to the Employer (v) Loss or damage to equipment and property: 110% of the value of goods lost or damaged
3.5(d)	The other actions are: Detaining, changing or transferring the Vehicle/Consignment on the way to the destination.
3.7	Restrictions on the use of documents prepared by the Service Provider are: Not Applicable
3.8.1	<p>The liquidated damages rate is 0.05% per day</p> <p>The maximum amount of liquidated damages for the contract is 10 percent of each slice wise contract Price.</p>
3.8.3	The percentage of the cost of having a Defect corrected to be used for the calculation of Lack of performance Penalty(ies) is 25% of defect liability.
5.1	The assistance and exemptions provided to the Service Provider are: Not Applicable
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is: Not Applicable.
6.3.2	The performance incentive paid to the Service Provider shall be: Not Applicable
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: Not Applicable • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <p>The Delivery Note issued by the Employer along with the consignment must be delivered in proper condition at the</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>destination. The Service Provider must submit the Proof of Delivery (POD) i.e. <i>Hastantaran Farametc</i> from the respective receiving office to the Employer. Recommendation for the payment will be forwarded only after receipt of stock entry report (<i>Dhakhila Report</i>) by the employer from the respective receiving office.</p> <p>The above documents along with invoice of the Service Provider must be submitted to the Finance Department with 60 days of delivery of the consignment.</p>
6.5	<p>Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 90 days in the case of the final payment.</p> <p>The interest rate is:5% per annum.</p>
6.6.1	<p>Price adjustment is not to be applied in accordance with Sub-Clause 6.6.</p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <ul style="list-style-type: none"> i) In time delivery of the consignment to the destination ii) Successful delivery and unloading of the goods without damage and loss <p>The Defects Liability Period is:Not Applicable.</p>

Section VIII. Performance Specifications

The bidder must comply all the following performance parameters and specification. Signing on this page would be considered as the compliance by the bidder, which would be the obligatory conditions for the bidder in its service performance.

1. The scope of services include transportation and carrying of all kinds of medicines, drugs, medical and hospital instruments and equipment including refrigerators and x-ray machines from the warehouses of Department of Health Services, Logistics Management Division (LMD) at Kathmandu and Pathaliya to different medical stores all over Nepal.
2. The distributions of services include transportation from Kathmandu to different regional stores and all districts (75 districts), Kathmandu to Pathaliya or Pathaliya to regional stores and 75 districts. The detail breakdown of services to be provided are mentioned as different packages in Section V, Activity Schedule.
3. The transportation is allowed by vehicle only. If the service provider wishes to use air transport, the service provider should get prior approval from the employer. In such case the price remains unchanged.
4. The service provider must provide timely and prompt service as and when ordered by the employer.
5. The quantity to be carried may be full load or part load at any quantity. The price per unit should not be changed whatever the quantity will be.
6. The service provider must provide the service without any loss or damage of the consignment. Any lost or damaged consignment/goods will not received by the receiving office, which should be covered by the insurance as mentioned in the Conditions of Contract.
7. The Employer will provide Delivery Note with weight and quantity of goods for each consignment to the Service Provider. The service Provider must get proof of delivery (POD) of the consignment from the respective delivery place.
8. The service provider must check the packing conditions of the goods before loading and follow all the standard packaging instructions during the execution of the service.
9. The service provider must load the goods from the employer's store in the vehicle and also unload at the destination in its own arrangement and risk. However, the service provider must follow the instructions provided by the employer's responsible representative present at the respective stores/destinations.

Section IX. Contract Forms

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Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract



Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services



Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]



Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 30 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____



Appendices

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B—Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C—Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price in Foreign Currency(ies) – Not Applicable

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.



Appendix E—Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F—Services and Facilities Provided by the Employer

Appendix G—Performance Incentive Compensation Appendix

Not Applicable