

Bid Document for The Procurement of Service for Transportation of OPC Cement 43 Grade

Invitation for Bid (IFB) No.: NEWAH Sindhuli /1-RE-2/2023/2024

Issued by

Nepal Water for Health (NEWAH) Province Office, Sindhuli

Authorized Signature of the Purchaser:

Date of issue: 12 January, 2023

Abbreviations

BDS: Bid Data Sheet
BD: Bid Document

EQC: Evaluation and Qualification Criteria

GCC: General Conditions of Contract

IFB: Invitation for Bids

ITB: Instructions to Bidders

NEWAH: Nepal Water for Health

SBD: Standard Bid Document

SCC: Special Conditions of Contract

SoR: Schedule of Requirements

VAT: Value Added Tax

Table of Content

Section	Page No.

1.	Invitation for Bid (IFB)	ırk not defined.
2.	Instructions to Bidders (ITB)	5
3.	Bid Data Sheet (BDS)	11
4.	Eligibility and Technical Evaluation and Qualification Criteria (EQC)	12
5.	Schedule of Requirements (SOR)	13
6.	General Condition of Contract (GCC)	14
7.	Special Condition of Contract (SCC)	18
8.	Sample Forms and Formats to be part of Technical Bid / Proposal	19
	8.1 Letter of Technical Proposal (Bidders Letterhead)	19
	8.2 Bidder's Information Form	20
	8.3 Self Declaration Form	21
9.	Sample Forms and Formats to be part of Financial Bid Proposal	22
	9.1 Letter of Financial Proposal (Bidders Letterhead)	22
	9.2 Price Schedule:	23
10	. Sample Forms and Formats for Contract Award	26
	10.1 Service Contract	26
	10.2 Performance Security	28
	10.3 Letter of Acceptance	29
11	Annex -A	30

1. Invitation for Bid (IFB)



Nepal Water for Health (NEWAH)

Province Office, Sindhuli Phone no: 047-520238

INVITATION FOR BIDS FOR TRANSPORTATION SERVICE

(Second Notice)

Date of 2nd publication: 12 January 2024

- 1. **Nepal Water for Health (NEWAH)** invites **Sealed Bid** from the interested and competent bidders / service providers for the transportation of OPC cement 43 grades from Sindhuli Madi Bazar to different Project Road Head Store location of Sindhuli and Kavrepalanchowk districts as per Annex mentioned in bid documents for Water, Sanitation, and Hygiene (WASH) projects.
- 2. The interested eligible bidders/ service providers mandatorily registered in VAT having minimum two years' work experience in related service may purchase the bid document at Rs. 1000 from NEWAH respective Province Office (NEWAH Province Office, Sindhuli Madi Bazar, Sindhuli) at office hours (Monday to Friday) until 17 January 2024.
- 3. Technical and Financial Proposals as per bid document must be submitted in 2 separate envelopes clearly mentioning the category of service. All the documents must be signed and stamped and put accordingly as per bid document.
- 4. The sealed bid must be submitted to **Nepal Water for Health (NEWAH), Province Office Sindhuli** not later than **18 January 2024, 4 PM** (Office hour).
- 5. The technical proposals will be opened and evaluated as per the Eligibility and Technical Evaluation and Qualification Criteria (EQC) as per the bid document. After the technical proposal evaluation, the financial proposals of the substantial responsive (technically qualified) bidders will be opened in the presence of bidder's representatives who choose to attend. The date of financial proposal opening will be notified later.
- 6. The purchaser reserves the right to accept or reject any bid partially or fully without assigning any reasons whatsoever.

2. Instructions to Bidders (ITB)

1	Scope of Works	 1.1 The Purchaser stated in the Bid Data Sheet (BDS) for the procurement of Transportation Service as detailed in attached road head store of Sindhuli and Kavrepalanchowk District 1.2 The name of Purchaser, name of project and contract identification number of Contracts are Provided in the Bid Data Sheet (BDS)
2	Eligible bidder	2.1 This Invitation for Bid is open to all registered or eligible local transportation Company/suppliers.
		2.2 Eligible and competent bidder must submit the documents as specified in Section 4: Eligibility and Technical Evaluation and Qualification Criteria (EQC) along with the bid as a part of technical proposal.
3	Bidding condition and no conflict of interest among the bidders	3.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:(a) they have controlling shareholders in common; or
		(b) they receive or have received any direct or indirect subsidy from any of them; or
		(c) they have the same legal representative for purposes of this bid; or
		(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or improperly influence the Bid of another bidder or influence the decisions of the Purchaser regarding this bidding process.
4	Site Visit	4.1 The bidder at his own cost, responsibility, and risk may visit the site of for the transportation of cement.
5	Content of Bid	 5.1 The bid document comprise the documents listed below: Invitation for Bids (IFB) Instructions to Bidders (ITB) Bid Data Sheet (BDS) Eligibility and Technical Evaluation and Qualification Criteria (EQC) Schedule of Requirements (SOR) General Conditions of Contract (GCC) Special Conditions of Contract (SCC) Sample Forms and Formats to be part of Technical Bid / Proposal Sample Forms and Formats to be part of Financial Bid / Proposal Sample Forms and Formats for contract award
6	Clarification	6.1 A Prospective bidder may request clarification on the bid documents from office, phone or email within office hours (9AM to 4PM) from Monday to Friday.

7	Amendment of Bidding Document	7.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bid Document by issuing addenda.	
		7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.	
8	Cost of bidding:	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.	
9	Language of Bids:	9.1 All correspondence and documents relating to the Bids shall be written in English or in Nepali language.	
10	Documents Comprising	10.1 The Bid shall comprise the following:	
	for Technical and	10.1.1 Technical Proposal	
	Financial Proposal	(a) Letter of Technical Proposal (Section 8.1)	
		(b) Documents in accordance with Section 4 of Eligibility and Technical Evaluation and Qualification Criteria (EQC) of bid document.	
		(c) Written confirmation of signatory authorization in accordance with Format and signing of bid (ITB 31)	
		(d) Any other document required in the BDS except for Letter of Financial Proposal (Section 9.1) and Price Schedule (Section 9.2)	
		(e) Bidders Information Form (Section 8.2)	
		(f) Self Declaration Form (Section 8.3)	
		(g) All signed and stamped documents of the Bid Document except for Letter of Financial Proposal (Section 9.1) and Price Schedule (Section 9.2)	
		10.1.2 Financial Proposal	
		(a) Letter of Financial Proposal (Section 9.1)	
		(b) Price schedule (Section 9.2) of bid document.	
11	Letters of Bid	11.1 The Letters of Bid, Schedules, and all documents listed under Clause	
	and Schedules	10, shall be prepared using the relevant forms in Section 9 and 10 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.	
12	Alternative Bids	12.1 Alternative bids shall not be considered.	
13	Bidding price:	13.1 All duties, taxes/transportation/loading/offloading/insurance, and other levies payable by the bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the bidder.	
		13.2 Price quoted by the bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.	
		13.3 Bids and quoted rates shall remain valid for the period specified in the Bid Data Sheet. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.	
		13.4 If the purchaser determines the quoted rates of Bill of Quantity items by bidder are deviated unevenly leads to rejection of such bids as a nonresponsive.	

14	Unbalanced or	14.1 If the purchaser found the rates of the substantially lowest evaluated bid
	Front/back- loaded bid	is seriously unbalanced or front-loaded or back-loaded; may require the bidder to produce detailed price analysis for all rate listed in price
		schedule of the bid document to demonstrate the price consistency of
		those rates with the authorized sources of the same.
		14.2 After the verification and assurance of the information and details of price analysis presented by the bidder, purchaser may accept or reject the bid.
15	Currencies of Bid	15.1 All prices shall be quoted in Nepalese Rupees.
16	Bid validity	16.1 Bid shall remain valid for a period specified in the BDS
17	Preparation of bid and submission	17.1 The compiled and completed bid shall be sign and put bidder's stamp on every pages.
		17.2 The sealed envelope as per ITB 17.1 must reach within the deadline to purchaser's address specified in the BDS complying method of submission in the BDS. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the sealed bid.
		17.3 Unit rate in figures and words are not mentioned clearly in price schedule, it may lead to rejection and disqualification of the bid.
		17.4 Technical and Financial Proposals should be submitted in separate envelopes with clearly marked in envelopes
18	Deadline for Submission of Bids:	18.1 Bidding documents shall be sent to the Purchaser at the address no later than the time and date specified in the Bid Data Sheet (BDS).
		18.2 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the bidder.
		18.3 If the last date of purchasing, submission, and opening falls on the purchaser holiday then the next working day shall be considered the last day.
19	Bid Opening:	19.1 The Purchaser shall open the Technical Proposals first in the presence Province Management Team Members (PMT) in an appropriate time. The Financial Proposal will remain unopened and will be held in custody of the Purchaser until the specified time of their opening. If the Technical Proposal and the Financial Proposal are submitted together in one envelope, the bid shall be rejected by the purchaser as nonresponsive.
		19.2 At the end of the evaluation of the Technical Proposal, the Purchaser will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposal will be notified in writing by the Purchaser. Bidders shall be given reasonable notice for the Financial Proposal opening.
		19.3 The Purchaser will notify Bidders in writing who have been rejected in Technical Proposal evaluation and return their Financial Proposal unopened.
		19.4 All envelopes containing Financial Proposal shall be opened one at a time and the following read out and recorded:
		(a) the name of the Bidder;
		(b) whether there is a modification or substitution

		(c) the Bid Prices, including any discounts, services, and alternative offers.
		19.5 The Purchaser shall prepare a record of the opening of Financial Proposal that shall include, as a minimum: the name of the Bidder, any discounts, services and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
20	Deviations,	20.1 During the evaluation of Bids, the following definitions apply:
	Reservations, and Omissions	(a) "Deviation" is a departure from the requirements specified in the Bidding Document.
		(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.
		(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
21	Determination of Responsiveness	21.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB10.1.1.
		21.2 A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
		(a) if accepted, would:
		(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
		(ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
		(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
		21.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 10 Technical Proposal and it should confirm that all requirements of Section 6 (Specification and Quality Assurance) have been met without any material deviation, reservation, or omission.
		21.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission
22	Non-material non- conformities	22.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
		22.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		22.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison

		purposes only, to reflect the price of a missing or non-conforming item or component.	
23	Correction of Arithmetical Errors	23.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:	
		 (a) Only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be collected. 	
		(c) if there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (a) & (b) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (a) & (b) of the Letter of Price Bid will be corrected; and	
		(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.	
		23.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, the bidder shall be blacklisted by the purchaser.	
24	Process to be Confidential:	24.1 Information relating to the evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.24.2 Any efforts by the bidder to influence the Purchaser in the Bid evaluation,	
		comparison, or contract award decisions may result in rejection of bidder's Bids.	
25	Evaluation criteria:	25.1 The purchaser shall evaluate the bid in accordance with set criteria as specified in the Eligibility and Technical Evaluation and Qualification Criteria (EQC).	
26	Corrections in bid:	26.1 While quoting rates, the bidder shall not be allowed to use correcting fluid or other erasing materials; neither the bidder shall be allowed to overwrite the quoted rates. It may result to rejection of the bid document. In case of mistakes in rates, the bidder is to simply cross the rates and shall rewrite the rates and shall bear the initials of authorized signatories and company/firm's stamp.	
27	Notification of Award and contract signing	27.1 The purchaser shall award the contract to the bid as per bid data sheet.27.2 The successful bidder shall submit the performance security bank deposit voucher as specified. in notice and in ITB 28	
		27.3 If the successful bidder fails to deliver the Performance Security and sign the contract within specified time, the purchaser holds right to award the contract to next lowest evaluated substantially responsive bid or decide as per purchaser's convenience	
28	Performance Security	28.1 Within deadline of the receipt of Letter of Acceptance from the purchaser, the successful bidder shall furnish 5% of contract amount as performance security in to NEWAH bank account as provided.	

		28.2 The proceeds of the performance security (security bond) shall be payable to the purchaser as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract.
29	Goods Delivery:	29.1 The bidders should transport the required quantities of cement in designated place and time as per Section 5 of the bid document under Schedule of Requirement (SoR).
30	Payment:	30.1 Payment will be made within 15 days after verification and acceptance of documents (Valid Tax Invoice, Challan, and Goods Received Note) submitted by the supplier to the finance department. The finance department will ensure the documents received, verified, and accepted date.
		30.2 Payment can be made full or partial as specified in the SCC.
31	Format and signing of bids:	31.1 The Bid shall be written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
32	Joint Venture	32.1 Joint venture (JV) bids shall not be considered.
33	Purchaser's Right to Accept or Reject	33.1 The Purchaser reserves the right to accept or reject any Bid or to cancel the bidding process and reject all Bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders
34	Confusing Specification	34.1 If the parameters of the specification are confused, manufacturer's certificate (origin of certificate) will prevail.
35	Corrupt of Fraudulent practices	35.1 The purchaser shall reject the bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
36	Variation order	36.1 The purchaser may place variation order during the contract period as per the provision of Bid Data Sheet.

3. Bid Data Sheet (BDS)

The scope of bid is to Transport OPC Cement 43 Grade for Water, Sanitation and Hygiene (WASH) project's Road head store /Project site for (Sindhuli and Kavrepalanchowk). The number of the Invitation for Sealed Bid is: NEWAH Province Office Sindhuli /1/RE-2/2023/2024.
The Purchaser: Nepal Water for Health (NEWAH), Province Office Sindhuli
Bids and quoted rate shall be valid for the period of 60 days from the date of financial proposal opening
The deadline and address for sealed bid submission. The sealed bid must be submitted to Nepal Water for Health (NEWAH), Province Office Sindhuli not later than 18 January 2024, 4 PM (Office hour).
Method of bid submission: The bidder must submit hard copy of the sealed bid in separate envelop of Technical and Financial Proposal of each package for every category with at least 5 lahachhap (कम्तिमा पांच वटा लाहाछाप)
The technical proposal Opening shall take place at NEWAH respective Province Offices in the presence of Province Management Team Members (PMT). The date, time, and location of the opening of Financial Proposal will be notified to the substantially responsive (technically qualified) bidders in writing by the Purchaser.
The representatives are encouraged to participate in the financial proposal opening event. The contract shall be awarded to lowest evaluated substantially responsive bid.
The performance security bond: 5% of total contract price.
Variation order can be placed within contract validity period under this contract agreement if required.
Delivery schedule: As per province Office requirement

4. Eligibility and Technical Evaluation and Qualification Criteria (EQC)

1. The required form and documents shall be part of technical bids which are mandatory.

SN	Particulars
1	Copy of renewed firm/company registration certificate
2	Copy of VAT registration certificates
3	Copy of tax clearance certificate for the fiscal year 2078/2079
4	A signed and stamped Self Declaration Form. (Section 8.3)
5	Related work experience of providing transportation service of last 2 fiscal years (2077/2078 and 2078/2079) including submission of experience letters from two different clients (Government Agencies, Non-Government Organization(I/NGOs), Construction Contractors, Users Committees/Organizations).
6	Company profile mentioning client list and financial turnover with each of them in the last two fiscal years (FY 2077/2078, FY 2078/2079).

The above documents should be submitted in a sealed envelope of technical proposal.

Note: Bidder's physical verification can be done by purchaser if any discrepancies are verified on the documents submitted or felt necessary for verification.

5. Schedule of Requirements (SOR)

The purchaser will strictly monitor that the schedule of requirements is fully honored by the bidder and shall assess the performance of the bidder in view of adherence to it.

1. Delivery place and schedule

The goods shall be delivered in the following manner:

SN.	Delivery Place	Deliver schedule
1	Different Roadhead store/ Project Site store location as per attached in Annex –A	As per Province Office requirement

2. Notice of delay

In the event that the Bidder encounters a delay in supply of the goods, the Bidder shall promptly notify the Purchaser of such delay with proper evidence and may request for time extension before expiry of the time given in the contract.

Time extension

Time extension request shall be considered by the Purchaser only in exceptional case if the reasons seem justifiable to the Purchaser.

3. Penalties for delay

In case of delay in the delivery of the goods, due to Bidder's default, beyond the time specified in the contract, the penalty will be determined as per the conditions of contract.

4. Employment

The Bidder shall employ exclusively local skilled/unskilled labors. The purchaser requires that tender, contractors and bidders ensure during the procurement and execution of such contracts that people in the supply-chain are treated with respect and have rights with regard to employment including the rights to freely choose employment, freedom of association, payment of a living wage, working hours that comply with national laws, equal opportunities, recognized employment relationship, freedom from intimidation and to a safe and healthy working environment. Equally, contractors must ensure that there shall be no exploitation of child and forced labor. This shall be ensured in terms of the ILO Convention No. 182 on the Worst Forms of Child Labor, 1999 and the ILO Convention No. 138 on the Minimum Age for Admission to Employment and Work, 1973.

5. Gender

No discrimination for wage payment will be made on the basis of gender or caste or ethnicity.

6. Equity

The Bidder shall pay equal wage for equal work.

7. Insurance

The bidder shall be responsible for insurance for all the goods and personnel working in supply of goods.

6. General Condition of Contract (GCC)

1. Definitions	1.1 In this contract, the following terms shall be interpreted as indicated: a. "The Contract" means the agreement entered between the Purchaser and the Bidder and signed by both the parties and it includes all attachments and appendices thereto and all documents incorporated by reference therein. b. "The Contract Price" means the price payable to the Bidder under the contract for the full and proper performance of its contractual obligation. d. "The Services" means the works described in the Terms of References to be performed by the bidder including modification, alteration, and additions of works and other obligations of the bidder covered under the Contract. e. "The Purchaser" means the procuring entity purchasing the services. f. "The Bidder" means the organization providing the transportation services under this contract. g. "The Delivery Site" means the place or places where delivery of the goods is to be made. It is also to be referred as destination point". h. Terms of Reference" means the schedule of works and duties, defined by the bidding document and to be executed by the bidder under this contract.
2. Application	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts the contract.
3. Use of Contract Documents and Information	 3.1 The Bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser to any person other than a person employed by the Bidder for performing the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 3.2 The Bidder shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract. 3.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Bidder's performance under the Contract, if so, required the Purchaser.
4. Insurance/ Risk Coverage	4.1 The insurance/risk coverage of the cement transported under this Contract shall be the liability of the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery before Goods Received by the purchaser.
5. Incidental Services	5.1 The Bidder may be required to provide incidental services, including additional services, if any.
6. Payment and Taxes	 6.1 After acceptance of the service by the purchaser and their delivery at the destination point, payment will be made within 15 days of verification and acceptance of documents (Valid Tax Invoice, Challan, and Goods Received Note) submitted by the bidder. The purchaser may consider part payment based on delivery upon request of the bidder and if deemed essential on mutual understanding. 6.7 All taxes applicable shall be for the Bidder's account.

	6.8 VAT shall be explicitly mentioned on the invoice and shall be for the Purchaser's account.
7. Prices	7.1 Prices charged by the Bidder for the services under the Contract shall not vary from the prices quoted by the Bidder in its bid.
8. Contract Amendments	8.1 There shall be no modification or changes in the contract, or waiver of any of its provisions unless there is an amendment to the contract duly signed by authorized persons of both the purchaser and the bidder. In the event that quality of entire tasks will not meet with above stated terms and conditions, Purchaser shall have the right to terminate the contract partly or wholly. Justification for such action will be provided in writing. If the purchaser terminates the contract agreement, the purchaser will not be made liable to pay any other cost associated with the bidder in the execution of this contract.
9. Assignment	9.1 The Bidder shall not assign to a third party, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent
10. Subcontracts	10.1 The Services shall be fully supplied/performed by the Bidder and shall strictly abstain from sub-contracting in whole or any portion of the goods/services to any other bidder other than the partners mentioned in Bid Form.
11. Delay in the Bidder's Performance	 11.1 An unexcused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the termination of the contract or disqualification or imposition of penalty. 11.2 If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the service and performance of Services, the Bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without penalty.
12. Penalty	12.1 If the Bidder fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, If the purchaser does not find the causes reasonable, the bidder will be notified in writing and shall be charged a penalty at the rate of NPR 1000 per day or of 0.25 % of the remaining value of supply whichever is higher up to 15 days. In case of exceeding 15 days, purchaser may extend for next 15 days or terminate the contract and Procurement Authority has the power either to refund as a whole or partly or forfeit the security amount deposited in the purchaser's account. Wherever delays have to be caused by the purchaser, the bidder shall be notified and recorded in the procurement file.
13. Termination for Default	 13.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part: a) if the Bidder fails to provide the services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; or b) if the Bidder fails to perform any other obligation(s) under the Contract; or c) if the Purchaser is of opinion that the goods does not conform to the specification and/or drawings

	132 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered or unacceptable, However, the Bidder shall continue performance of the Contract to the extent not terminated.
14. Force Majeure	14.1 For purposes of this Contract, "Force Majeure" means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable.
	14.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.
	14.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of materials from regular sources or disruption of power supply shall not be an excuse for the Bidder for not performing its obligations under this clause.
	14.4 Any waiver/extension of time in respect of the delivery/ acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
	14.5 If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
15. Termination for Insolvency	15.1 The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
16. Termination for Convenience	16.1 The Purchaser, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time convenient to it. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
	16.2 The Goods that are complete and ready for delivery within 7 days after the Bidder's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
	a) to have any portion completed and delivered at the Contract terms and prices; and/or
	b) to cancel the remainder and pay to the Bidder an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Bidders.

17. Resolution of Disputes	 17.1 The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 17.2 If, after twenty-eight (28) days from the commencement of such informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum, and/or national arbitration.
18. Governing Language	18.1 The Contract shall be written in the English language. The English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties may be written in Nepali and/or English language.
19. Applicable Law	19.1 The Contract shall be interpreted in accordance with the laws of Nepal.
20. Notices	20.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing and confirmed in writing to the other party's address. Notice sent by facsimile or by email does not need confirmation of the receiver.20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
21. Taxes and Duties	21.1 The Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination point.
22. Corruption	22.1 The Bidders shall adhere to the highest ethical standards, both during the bidding process and throughout the execution of a contract. A corrupt practice" refers to the offering, giving, receiving, or soliciting (directly or indirectly) of anything of value to improperly influence the actions of another person. Corruption in the procurement process generally involves a fraudulent act such as bribery or a kickback. Contractually bidder shall declare that they are not engaged incorrupt practices; they must disclose any situation that may appear to be a conflict of interest. The purchaser has a "zero tolerance" policy regarding acceptance of gifts or hospitality; and there are restrictions on employment of former purchaser's staff members.
23. Blacklist	23.1 The purchaser cannot continue the contract with the firm/company as and when blacklisted by the Government of Nepal or the Purchaser to the limitation of blacklisting decision.

7. Special Condition of Contract (SCC)

This SCC is an Integral part of the Agreement

Clause	Item
GCC 1.1 (e)	The Purchaser is: Nepal Water for Health (NEWAH) Province Office, Sindhuli
ITB 28	The amount of performance security bond should be of 5% of contractual amount which shall be deposited to purchaser's account before contract made.
ITB 30	The terms of payment to be made to the Bidder under the contract shall be as follows:
	(a) Payment will be made within 15 days of verification and acceptance of documents. (Valid Tax Invoice, Challan, and Goods Received Note) submitted by the bidder.
	(b) Payment can be made in full or partial as per the fund availability.(c) All payment shall be made through AC payee cheque from the finance department/unit of the purchaser.

For notices, the Purchaser's address shall be:	
To The Procurement Committee	
Nepal Water for Health (NEWAH)	
Province Office, Sindhuli	
Tel: 047-520238	
For notices, the Bidders address shall be:	
To	
Email:	
G.P.O. Box,, Nepal, Tel:	

8. Sample Forms and Formats to be part of Technical Bid / Proposal

8.1 Letter of Technical Proposal (Bidders Letterhead)

Date
Nepal Water for Health (NEWAH) Province Office, Sindhuli
Re: Bid Submission for the Providing the Transportation Service.
On behalf of, I am pleased to submit our bid for providing the Transportation Service as advertised in
Our team of experienced professionals is dedicated to providing high-quality products tailored to meet our clients' specifications mentioned in this Bid Documents. We have carefully reviewed the product specifications and believe that our resources, and industry knowledge make us the ideal choice for this endeavor.
We have thoroughly analyzed the requirements and possess a deep understanding of the objectives, timeline, and deliverables. We have examined and have no reservations to the Bidding Documents.
Enclosed with this letter, you will find our detailed technical proposal as per documents comprising in ITB 10.1.1. We also agree to permit the Purchaser or its representative to inspect our accounts, premises, store, branches and records and other documents relating to the bid submission as per your requirement. We are also open to any discussions or clarifications you may require to make an informed decision.
We are confident that our company's proven track record, expertise, and commitment to delivering exceptional product make us an ideal partner. We are excited about the prospect of working with you and contributing to the achievement of your objectives.
Thank you for considering our bid. We eagerly await your favorable response. Should you have any questions or require further information, please do not hesitate to contact us at your convenience.
Yours sincerely,
Official Signatory and Name: Bidder Name: Address: Stamp:

8.2 Bidder's Information Form

[The bidder shall fill in the following Form. No alteration' to its format shall be permitted and no substitutions shall be accepted.]

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	Nepal
4.	Bidder's Year of Registration:	
5.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:	
6	Bidder's Telephone/Fax numbers:	
7	Bidder's Email Address:	

8.3 Self Declaration Form

Self-Declaration for the Supply and Delivery of Construction Materials

Nepal Water for Health (NEWAH) Province Office, Sindhuli

Dear Sir / Madam

We hereby declare that we are legally eligible to participate in the procurement process of the goods. We have not been penalized from any entity in our business during last five years and we do not have any conflict of interest in the said assignment.

In this category, we also confirm that we:

- Have not submitted the bid in partnership or association with any other bidders.
- Do not have any personal or financial interest with any staff member of the purchaser.
- Have not enforced child labor.
- Endeavor to use local/national human and material resources as far as practical.
- We declare that we have not been blacklisted by the Government of Nepal or the purchaser and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- Bidder declares that it has not engaged in any act of terrorism or provided any form of support, financial or otherwise, to any individual, group, or organization involved in terrorism. Bidder confirms that it has not participated in any activities that promote terrorism or jeopardize national and international peace and security. Bidder affirms that it complies with all local, national, and international laws, regulations, and conventions aimed at preventing terrorism.
- Have not involved in money laundering activities restricted by the prevailing rule of Government of Nepal.

Official Signatory and Name:
Bidder Name:
Address:
Date:
Stamp:

9. Sample Forms and Formats to be part of Financial Bid Proposal

9.1 Letter of Financial Proposal (Bidders Letterhead)

Date:
epal Water for Health (NEWAH) ovince Office, Sindhuli
bject: Regarding submission of Financial Proposal for Providing Transportation Service.
e, the undersigned, declare that we offer to execute the following works in conformity with the dding Documents: The total price of our Bid (excluding VAT) Rs
uthorized signature:
ame:
the capacity of
dder Namedder Seal/stamp:

9.2 Price Schedule:

Bill of quantities and Rates Transportation of Cement 43 Grade from Sindhuli Madi Bazar to Different Road head Store FY 2023-2024

SN	Name of Projects	District	Municipali ty/ Rural Municipali ty	Name of Road Head Store to be transported of the cement	Distance KM from Sindhuli Madi Bazar	Quantity of Cement bags to be transporte d (A)	Rate per bag in figure (Excluding VAT) (B)	Rate per bag in word (Excluding VAT)	Total Amount (C)=(A*B)
1	Bansbote Project	Sindhuli	Dudhauli	Katari	70	634			
2	Pathibhara Bhotegaun Project	Sindhuli	Fikkal	Sumnambeshi	70	338			
3	Sumnambesi Waksukhola Project	Sindhuli	Fikkal	Sumnambeshi (project site)	70	282			
4	Khurahari Project	Sindhuli	Fikkal	Bahuntilpung	50	85			
5	Daunne Kokum Project	Sindhuli	Golanjor	Deuralitar	50	89			
6	Katahandanda Project	Sindhuli	Marin	Sindure Dovan	45	209			
7	Bhadaure Chukte Project	Sindhuli	Marin	Thulogarduwa	38	735			

SN	Name of Projects	District	Municipali ty/ Rural Municipali ty	Name of Road Head Store to be transported of the cement	Distance KM from Sindhuli Madi Bazar	Quantity of Cement bags to be transporte d (A)	Rate per bag in figure (Excluding VAT) (B)	Rate per bag in word (Excluding VAT)	Total Amount (C)=(A*B)
8	Bahundanda Project	Sindhuli	Hariharpurg adhi	Hariwon, Salahi	100	290			
9	Dhungre Bhanjyang Project	Sindhuli	Kamalamai	Project site	15	237			
10	Kafletar swanra Project	Sindhuli	Kamalamai	Kafletar swanra	18	105			
11	Satdhara Project.	Sindhuli	Kamalamai	Kafletar swanra	18	227			
12	Khaniyakharka Project	Sindhuli	Sunkoshi	Boharetar	65	574			
13	Gairi Dandagaun Project	Kavre	Roshi	Mangaltar	45	261			
14	Dandakharka Mathillo Pokhari Project	Kavre	Roshi	Mangaltar	45	105			
15	Nakaubesi Tangling Project	Kavre	Roshi	Kavrebhanjyang	115	890			
16	Gairikhola Taldhunga Project	Kavre	Khanikhola	Bhorleni, Makawanpur	90	125			
17	Sarkidanda Khanidanda Project	Kavre	Khanikhola	Bhorleni, Makawanpur	90	125			

SN	Name of Projects	District	Municipali ty/ Rural Municipali ty	Name of Road Head Store to be transported of the cement	Distance KM from Sindhuli Madi Bazar	Quantity of Cement bag to be transporte d (A)	Rate per bag in figure (Excluding VAT) (B)	Rate per bag in word (Excluding VAT)	Total Amount (C)=(A*B)
18	Buduna Khola	Sindhuli	Kamalamai	Rampur Ekpakhe	12	1020			
19	Tilpung Bazar	Sindhulki	Tinpatan	Bahuntilpung	50	873			
20	Ritthabot bhalubhanjyang	Sindhuli	Golanjor	Kudule	60	378			
	Total Amount								
	VAT 13 %								
	Grant Total Amount with VAT								

I certify that the price quoted above is with load/unload to road head sites as specified in Annex- A Project site delivery location.

Bid	ler Name:		
Autl	norized Person:		
Sig	n:		
Stan	np:		
Date	e:		

10. Sample Forms and Formats for Contract Award

10.1 Service Contract

Contract between Nepal Water for Health (NEWAH) Province Office, Sindhuli and(Supplier's/Service Provider's Name)

This Contract is between **Nepal Water for Health "(NEWAH)** hereinafter referred to as "NEWAH" or "Purchaser" and "_______", hereinafter referred to as the "Supplier/Service Provider" for "**Transportation Service of OPC Cement 43 grade,** Whereas NEWAH has assigned the task as mentioned above and the supplier has agreed to complete this agreement under the terms and conditions as mentioned below.

1. Objectives of the assignment

The main objective of this assignment is to provide transportation service of OPC Cement 43 Grade to the assigned Road Head Store and Project site. The specific objectives are:

- Transportation and Delivery of OPC Cement 43 Grade to the designated delivery destinations as attached Annex -A (**Sindhuli and Kavrepalanchowk Districts.**)
- Transportation and Delivery of OPC Cement 43 Grade as per terms conditions specified in clause 2 and the ordered quantity as per Province Office notification.

2. Terms and Conditions

- a. The supplier shall provide transportation service to deliver OPC Cement 43 Grade as per require quantity produced by NEWAH for the designated destination.
- b. The supplier shall supply and transport OPC Cement 43 Grade as per Province of requirement.
- c. The supplier shall be fully responsible to transport the requited cement bag with safely to the designated destination.
- d. The Supplier shall be responsible to protect the cement from rain and others all safety measures should be obtained during the transportation;
- e. If the cement found damage during transportation the supplier shall be responsible to bear the cost of cement or replace the same cement bag and transport the cement to the destination in his own cost.
- f. The supplier shall inform NEWAH 3 days before about the transportation service to deliver the cement to the designated road head store. The inspection shall be made in the designated roadhead store by an authorized person from NEWAH.
- g. NEWAH reserves the right to audit the business occurred with NEWAH.
- h. The total estimated quantity to transport the cement as mentioned in sealed tender and approved rate has been attached. The approved price shall remain valid throughout this contract period. The supplier shall only deliver the actual quantity of cement informing to supplier by NEWAH.
- i. The supplier shall provide a copy of the invoice along with materials challan during materials transportation to the road head store or project site. The same copy of bill and challan needs to be sent to respective NEWAH Province Office via email or online medium at the same day.

After completion of transportation, the supplier shall submit project-wise separate invoices of transportation service, goods challan with Good Receipt Note.

3. Entry into Force

This contract shall enter into force from the date of signing of the contract by both NEWAH and the supplier.

4. Duration

The contract duration shall be valid fromto 31 July 2024.

5. Terms of Payment

After Providing the transportation to designated locations, the supplier must submit the VAT bills, deliver challan, material receipt form to NEWAH. Payment will be made within 15 days after verification and acceptance of documents (Valid Tax Invoice, Challan, and Goods Received Note) submitted by the supplier to the finance department. The finance department will ensure the documents received, verified, and accepted date.

6. Other terms and conditions

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) The Letter of Acceptance; (b) The Contract Rate after Negotiation; (c) The Special Conditions of Contract; (d) The General Conditions of Contract; (e) The Delivery Schedule;

7. Deliverables

The required deliverables should be met as mentioned in clause 2 of Terms and Conditions of the contract.

8. Amendments and Termination

There shall be no modification or changes in the contract, or waiver of any of its provisions unless there is an amendment to the contract duly signed by authorized persons of both NEWAH and the supplier. In the event that quality of entire tasks will not meet with above stated terms and conditions, NEWAH shall have the right to terminate the contract partly or wholly. Justification for such action will be provided in writing. If NEWAH terminates the contract agreement, NEWAH will not be made liable to pay any other cost associated with the supplier in the execution of this contract.

NEWAH and the supplier have agreed on the above-mentioned terms and conditions as well as provisions and thus have signed this contract regarding the "Provide Transportation Service Deliver for OPC Cement 43 Grade (Sindhuli and Kavrepalanchowk).".

On behalf of NEWAH	On behalf of the Supplier
Name:	Name:
Position:	Position:
Date:	Date:
Witnes	<u>88</u>
Name:	Name:
Position:	Position:
Date	Date

10.2 Performance Security

Date: Beneficiary: Nepal Water for Health (NEWAH) Province Office, Sindhuli
We are aware regarding the award of the contract for the providing the transportation service to delivery of OPC Cement 43 grade (Sindhuli and Kavrepalanchowk).
Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required before the signing of the contract. Accompanied is a bank deposit receipt as performance security of NPR
This performance security will be valid until an additional one month of the contract expiration date.
Authorized signature:
Name:
In the capacity of
Bidder Name
Bidder Seal/stamp:

10.3 Letter of Acceptance

[On letterhead of the Purchaser]
To: Name and address of the Bidder
Subject: Notification of Award
Date
This is to notify that your sealed bid related to bid notice dated
accepted by us in accordance with bid document.
You are hereby informed to contact this office for formal contract agreement latest by
Bank A/C: Nepal Water for Health /Support AC Bank: Siddhartha Bank Bank Account Number 03317231759, Branch: Lazimpat, Kathmandu
In case you fail to furnish the performance guarantee receipt, the purchaser reserves the right to cancel this award notification.
Authorized Signature:

11. Annex -A

SN	Name of Projects	District	Municipality/ Rural Municipality	Name of Road Head Store to be transported of the cement	Distance KM from Sindhuli Madi Bazar
1	Bansbote WASH project	Sindhuli	Dudhauli	Katari	70
2	Pathibhara Bhotegaun WASH project	Sindhuli	Fikkal	Sumnambeshi	70
3	Sumnambesi Waksukhola WASH project	Sindhuli	Fikkal	Sumnambeshi (project site)	70
4	Khurahari WASH Project	Sindhuli	Fikkal	Bahuntilpung	50
5	Daunne Kokum WASH Project	Sindhuli	Golanjor	Deuralitar	50
6	Katahandanda WASH project	Sindhuli	Marin	Sindure Dovan	45
7	Bhadaure Chukte WASH project	Sindhuli	Marin	Thulogarduwa	38
8	Bahundanda WASH Project	Sindhuli	Hariharpurgadhi	Hariwon, Sarlahi	100
9	Dhungre Bhanjyang WASH Project	Sindhuli	Kamalamai	Dhungre bhanjyang / Project site	15
10	Kafletar swanra WASH project	Sindhuli	Kamalamai	Kafletar swanra	18
11	Satdhara WASH Project.	Sindhuli	Kamalamai	Kafletar swanra	18
12	Khaniyakharka WASH Project	Sindhuli	Sunkoshi	Boharetar	65
13	Gairi Dandagaun WASH project	Kavre	Roshi	Mangaltar	45
14	Dandakharka Mathillo Pokhari WASH project	Kavre	Roshi	Mangaltar	45
15	Nakaubesi Tangling WASH project	Kavre	Roshi	Kavrebhanjyang	115
16	Gairikhola Taldhunga WASH Project	Kavre	Khanikhola	Bhorleni, Makawanpur	90
17	Sarkidanda Khanidanda WASH Project	Kavre	Khanikhola	Bhorleni, Makawanpur	90
18	Buduna Khola	Sindhuli	Kamalamai	Rampur Ekpakhe	12
19	Tilpung Bazar	Sindhulki	Tinpatan	Bahuntilpung	50
20	Ritthabot bhalubhanjyang	Sindhuli	Golanjor	Kudule	60