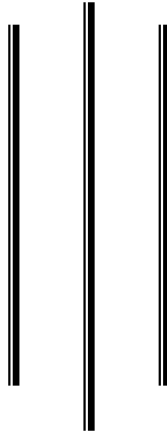


BID DOCUMENT

For

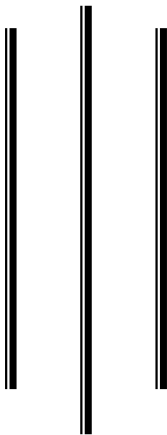


**Supply and Delivery of 4,000 Metric Tons of
70 GSM MAPLITHO White Printing paper**

&

Unit Rate for 60 GSM White Paper (Printing & Writing)

Unit Rate for 80 GSM White Paper (Printing & Writing)



2068/2069

**Janak Education Materials Centre Ltd. Ltd.
Sanothimi, Bhaktapur, Nepal**

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Invitation for Bids

First Publication Date: 2068/06/23 (10 October, 2011)

Name of Contract: Supply and delivery of 4,000 Metric Tons of 70 GSM Maplitho White Printing Paper.

Contract Identification No: JEPPT-01/068/69

1. The Janak Education Materials Centre Ltd. invites sealed bids from registered suppliers for the Supply and delivery of 4,000 Metric tons of 70 GSM Maplitho White Printing Paper as well as the unit rate for 60 GSM and 80 GSM White Printing and Writing Paper.
2. Bidding will be conducted through the International Competitive Bidding (ICB) procedures as specified in GON Public Procurement Act 2063 and is open to all eligible bidders.
3. Interested eligible bidders may obtain further information from JEMC, Administration Department, Sanothimi, Bhaktapur, Nepal and inspect the Bidding documents at normal office hours.
4. A complete set of Bidding Documents in English may be purchased by interested bidders on the submission of a written Application to Finance Control Department of Janak Education Materials Centre Limited, Sanothim, Bhaktapur, Nepal and upon payment of a non refundable fee of Nrs. 10,000.00 either by a Bank Check or by deposit to the JEMC Current A/C No. 101-15121-11 with Nepal Bank Limited, Head Office, Kathmandu or Current A/C No. 1101 with Rastriya Baniya Bank, Thimi Branch, Bhaktapur, Nepal.
5. The Bid documents must be purchased within 2068/08/06 (22 November, 2011). during the normal office time. If the last date of bid submission falls on a public holiday, the following day shall be regarded as the last date for the same.
6. All bids should be accompanied by a Bid Security amounting to not less than two and half percent (2.5%) of the total Bid Price (Excluding VAT).
7. The Bids must be addressed and submitted to Managing Director, Janak Education Materials Centre Limited, Sanothimi, Bhaktapur, Nepal and must be received at JEMC premise on or before 13:00 PM on the last date of bid submission i.e. 2068/08/07 (23 November, 2011) All the bids received by the due date of bid submission shall be opened at the same day (last day of bid submission) at 14:00 PM at the JEMC premise in the presence of all bidders or their authorized representatives who choose to attend in person.
8. Bidder's qualifications requirements are mentioned in Bid Documents. Failing to comply with such requirements shall disqualify the bidders to be awarded a contract.
9. The Bidders are required to submit at least 10 sample sheets each of 70 GSM Maplitho White Printing Paper, 60 GSM White Printing Paper and 80 GSM White Printing Paper as per the specifications specified in the Bid documents.
10. The Bidders are required to submit only unit price (including transportation, insurance and all local costs) for 60 GSM and 80 GSM White Printing Paper. The JEMC shall purchase these papers as and when it requires during the FY 2068/69.
11. The JEMC reserves every right to reject any or all bids or accept wholly or partially without assigning any reason thereof.

Janak Education Materials Centre Limited

Sanothimi, Bhaktapur, Nepal

Phone No: 977-1-6630-796; 6630-787; 6630-163:

Fax No: 977-1-6630-788

Email: info@janakedu.com.np

Section II. Instructions to Bidders (ITB)

A. Introduction

- 1. Scope of Bid**
 - 1.1 The Purchaser as defined in the Bidding Data invites Bids for supply, delivery, installation and commissioning of the goods, materials and equipment (such goods, materials and equipment and related services hereinafter referred to as “Goods”).
 - 1.2 All Bids are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders.
- 2. Source of Funds**
 - 2.1 **Janak Education Materials Centre Ltd.** has its own fund to cover eligible payments under the Contract for which these bidding documents are issued.
- 3. Eligible Bidders**
 - 3.1 This Invitation for Bids is open to all eligible suppliers indicated in the Bidding Data.
 - 3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation for Bid.
 - 3.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
 - 3.4 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GON in accordance with Sub- Clause 41.1 and Sub Clause 43.2
- 4. Eligible Goods and Services**
 - 4.1 All Goods and related services to be supplied under the Contract shall have their origin in eligible source countries as specified in Sub - Clause 3.1 and all expenditures made under the contract will be limited to such goods and services.
 - 4.2 For purposes of this Clause, “origin” shall be considered to be the place where the Goods are mined, grown, produced or from which the Services are provided. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 4.3 The origin of goods and services is distinct from the nationality of the Bidder.

- 5. Cost of Bidding** 5.1 The Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 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 shall cause all the proposals with the Bidder's participation to be disqualified.
- 7. Bids submitted by a Joint Venture** 7.1 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:
- a. the bid shall be signed so as to be legally binding on all partners;
 - b. all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - c. one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; and
 - d. the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 8. Assurance** 8.1 The successful Bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods pursuant to the Contract, within the time set forth therein.

B. The Bidding Documents

- 9. Content of Bidding Documents** 9.1 The Goods required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the invitation of bids, the Bidding Documents include:
- a. Instructions to Bidders (ITB)
 - b. Bidding Data (BD)
 - c. General Conditions of Contract (GCC)
 - d. Special Conditions of Contract (SCC)
 - e. Schedule of Requirements (SOR)
 - f. Technical Specifications (TSpec)
 - g. Bid Form and Price Schedules
 - h. Bid Security Form
 - i. Contract Form

- j. Performance Security Form
- k. Bank Guarantee Form for Advance Payment
- l. Manufacturer's Authorization Form.
- m. Addendum issued in accordance with Sub-Clause 11.

9.2 The Bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and drawings. Failure to furnish all information required by the Bidding Documents or submission of 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.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any further information or clarification of the Bidding Documents may request the Purchaser in writing or by fax at the purchaser's address indicated in the Bidding Data. The Purchaser will respond in writing or by fax to any request for information or clarification of the Bidding Documents which it receives no later than fifteen¹ (15) days prior to the deadline for the submission of Bids prescribed in Sub-Clause 24.1. The Purchaser's response (including an explanation of the query) will be sent in writing or by fax to all prospective bidders who have purchased the Bidding Documents.

11. Amendment of Bidding Documents

11.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, shall amend or modify the Bidding Documents by issuing the addenda.

11.2 The amendment shall be part of the Bidding Documents, pursuant to Sub-Clause 9.1, will be notified in writing or by fax to all prospective Bidders who have purchased the Bidding Documents.

11.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids in accordance with Sub - Clause 24.2.

C. Preparation of Bids

12. Language of Bid

12.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in Bidding Data.

13. Documents Comprising the Bid

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

- a. Bid Form and a Price Schedule completed in accordance

with Clauses 14, 15, and 16;

- b. documentary evidence established in accordance with Clause 17, that the Bidder is eligible to Bid and that the Goods and Services to be supplied by the Bidder are eligible under the contract;
- c. documentary evidence established in accordance with Clause 18, that the Bidder is qualified to perform the contract if it's Bid is accepted;
- d. documentary evidence established, in accordance with Clause 19, that the Goods and services to be supplied by the Bidder are genuine and newly manufactured goods and conform to the Bidding Documents;
- e. Bid Security furnished in accordance to Clause 20;

14. Bid Form

14.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

15. Bid Prices.

15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract.

15.2 Prices quoted in the Price Schedules should be entered separately in the following manner:

- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bidding Data .
- (iii) the price of other (incidental) services, if any, listed in the Bidding Data

15.3 Price quoted by the Bidder shall remain fixed and valid until completion of the contract performance and will not be subject to variation on any account.

15.4 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

15.5 The Bidder's separation of price components in accordance with Clause 15.1 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit

the Purchaser's right to contract on any of the terms offered.

15.6 If the Bidder intends to offer any discount, it should always be expressed in fixed percentage and that will not vary as the quantities varies and be applicable to each unit rate.

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

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

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

If the agent has not been appointed:

- i. Source of information about tender invitation,
- ii. The remuneration given to the individual or firm/company or organisation to work on his behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,
- iii. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,
- iv. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency.

15.8 If a foreign Bidder in his Bid, has not provided the information mentioned in Sub Clause 15.7 or has submitted his bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to black list such bidder.

15.9 A bid submitted with an adjustable price quotation shall be treated as non-responsive bid and rejected.

16.Currency of Bid

16.1 Prices shall be quoted in Nepalese Rupees

17. Documents

17.1 Pursuant to Sub - Clause 13, the Bidder shall furnish, as part of its

Establishing Eligibility of the Bidders and the Goods and Services

Bid, documents establishing the Bidder's eligibility to Bid and that the country of origin of the Goods is from eligible source country.

17.2 Pursuant to Sub - Clause 13, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility to the Bidding Documents of all Goods and Services which the bidder proposes to supply under the contract.

18. Documents Establishing the Bidder's Qualifications to Perform the Contract

18.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- a. that, in the case of a Bidder offering to supply Goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods' Manufacturer or Producer to supply and install the Goods in Nepal;
- b. that the Bidder has the financial, technical and production capability necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out the services; and
- c. that, in the case of a Bidder not doing business within Nepal, the Bidder is, or will be (if the contract is awarded to it), represented by an agent in Nepal, who shall be capable to fulfill the contractual obligations regarding :
 - maintenance and repair of the supplied goods,
 - after sales service,
 - maintaining stock for supply of spare parts
- d. that, the Bidder in the last three years (3) has supplied Goods of nature, quantity and of contract amount to government enterprises or private institutions as specified in the Bidding Data
- e. that the Bidder meets the qualification criteria listed in Bidding Data.

19. Documents Establishing the Good's Conformity to the Bidding Documents

19.1 Pursuant to Clause 13, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and services which the Bidder proposes to supply under the contract.

19.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

19.3 The documentary evidence of the conformity of Goods and Services to the Bidding Documents may be in the form of literature, drawings and data and shall consists of:

- a. a detailed description of the essential technical and performance characteristics of the goods;
- b. a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc, necessary for the proper and continuing functioning of the Goods for a period to be specified in the Bidding Data, following commencement of the use of the goods by the Purchaser; and
- c. an item by item commentary and the Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- d. a detailed schedule of execution of works under the contract (work schedule), outlining key activities and the critical items on the schedule which could influence the contract completion data.

19.4 For the purposes of the commentary to be furnished pursuant to Sub- Clause 19.3 (c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standard, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are equivalent or superior to designated in the Technical Specifications, except if the Technical Specifications specifically provide otherwise.

20. Bid Security

20.1 Pursuant to Sub - Clause 13, the Bidder shall furnish, as part of its Bid, a Bid security in Nepali Rupees in the amount of not less than two point five (2.5) percent of the total Bid price or the amount specified in the Bidding Data (without vat).

20.2 The Bid security shall be denominated in the currency of the Bid and shall be valid for thirty (30) days beyond the validity of the Bid. The Bid Security shall, at the Bidder's option, be in the form of cash deposit in Bank or a bank guarantee from a commercial bank in Nepal acceptable to the Employer or from a reputable foreign bank which is endorsed by the local bank in Nepal acceptable to the Employer. The format of the bank guarantee

shall be in accordance with the form of bid security included in Section VIII; other formats may be permitted, subject to the prior approval of the Employer.

- 20.3 Any Bid not secured in accordance with Sub - Clauses 20.1 and 20.2 above will be rejected by the Purchaser as non-responsive, pursuant to Clause 29.
- 20.4 Unsuccessful bidders' bid securities will be discharged or returned within three (3) days after signing the contract with the successful bidder.
- 20.5 The successful Bidder's bid security will be discharged or returned, or both, upon the Bidder signing the contract, pursuant to Clause 39, and furnishing the performance security pursuant to Clause 40.
- 20.6 The Bid security shall be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form, or
 - (ii) does not accept the correction of errors pursuant to Sub - Clause 29.2; or
 - (b) in case of a successful Bidder, if the Bidder fails within the time limit to :
 - (i) sign the contract in accordance with Sub - Clause 39; or
 - (ii) furnish the performance security in accordance with Sub - Clause 40.

21. Period of Validity of Bids

- 21.1 Bids shall remain valid for the period specified in the Bidding Data after the date of Bid submission prescribed by the Purchaser, pursuant to Sub - Clause 24. A bid valid only for a shorter period shall be rejected by the Purchaser as non-responsive,
- 21.2 In exceptional circumstances, the Purchaser may solicit Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing (or by cable). If the Bidder agrees to the extension request, the validity of the Bid security provided under Clause 20 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

22. Format and Signing of Bid

- 22.1 The bidder shall prepare one original of the documents comprising the Bid as described in Clause 13, bound with the volume containing the Form of Bid and Price Schedule, and clearly marked "Original", in addition, the Bidder shall submit

one copy of the Bid clearly marked "Copy". In the event of any discrepancy between the original and the copy, the original shall govern.

22.2 The original and copy of Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such Authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of Bid shall be initialed by the person or persons signing the Bid.

22.3 The bid shall contain no inter lineation, erasures or overwriting, alterations or additions except as necessary to correct errors made by the Bidder or those to comply instructions issued by the Purchaser, in which case, such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

23. Sealing and Marking of Bids

23.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

- a. be addressed to the Purchaser at the address given in the **Bidding Data**; and
- b. bear the Project name indicated in the **Bidding Data** the Invitation for Bids title and number indicated in the **Bidding Data**, and a statement: "DO NOT OPEN BEFORE....." to be completed with the time and the date specified in the **Bidding Data** pursuant to Clause 27.

23.3 The outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late."

23.4 If the outer envelope is not sealed and marked as required by Clauses 23.1 and 23.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 The Bid must be received by the Purchaser at the address specified under ITB Clause 23.2 no later than the time and date specified in the Bidding Data .

24.2 The Purchaser may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding Documents in

accordance with Clause 11, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 24, will be declared "Late bid" and rejected and returned unopened to the Bidder.

**26. Modification,
and
Withdrawal
of Bids**

26.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or substitution or withdrawal is received by the Purchaser prior to the deadline for submission of Bids prescribed in Clause 24 .

26.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, and marked and dispatched in accordance with the provisions of Clause 23 and 26.1. with the outer and inner envelopes duly marked as "WITHDRAWAL" or "MODIFICATION." as appropriate.

26.3 No Bid may be withdrawn, modified after the deadline for submission of Bids.

26.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to the Sub - Clause 20.6a(i).

26.5 Bidders may only offer discounts or otherwise modify the prices of their bids by submitting Bid Modifications in accordance with Clause 26, or included in the original bid submission,.

E. Bid Opening and Evaluation

27. Bid Opening

27.1 The Purchaser will open all Bids in the presence of Bidder's representatives who choose to attend, at the time, date, and place as specified in the Bidding Data. The Bidder's representatives who are present shall sign a register evidencing their attendance.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out and recorded and the envelope containing the corresponding bid shall not be opened, but return to the bidder. No bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.

27.3 Next, envelopes marked "MODIFICATION" shall be opened, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out and recorded at bid opening shall be considered further.

27.4 The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and alternative offers, and the presence or absence of requisite Bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced and recorded at the opening. No Bid shall be rejected at Bid opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to Clause 25 and 27.2.

27.5 The Purchaser will prepare minutes of the Bid opening indicating all remarks containing the name of the bidder, description of bid like modification or substitution or withdrawal, bid prices indicating the alternative bid prices if requested and discount offered if any, presence and absence of bid security, about late bids and other details as the Purchaser may consider appropriate. This minutes of bid opening shall duly signed by the Bidder and/or its representatives.

28. Clarification of Bids

28.1 To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response to it shall be in writing, and no change in the prices and substance of the Bid shall be sought, offered, or permitted, except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bid.

29. Examination of Bids and Determination of Responsiveness

29.1 Prior to detail evaluation Bids, the Purchaser will determine whether each bid (a) meets the eligibility criteria defined in Clause 3 ; (b) has been properly signed; (c) is accompanied by required securities; (d)The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether is substantial responsive to the requirements of the Bidding document.

29.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited.

- 29.3 Prior to the detailed evaluation, pursuant to Clause 31, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. A material deviation or reservation is one:
- a. which effects in any substantial way the scope, quality, or performance of the Contract;
 - b. which limits in any substantial way, inconsistent with the Bidding documents, the Purchaser's right or the Bidder's obligations under the Contract; or
 - c. whose rectification would effect unfairly the competitive position of the other Bidders presenting substantially responsive bids.
- 29.4 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 29.5 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction or withdrawal of non-confirming deviation or reservations.

30. Process to be confidential

- 30.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the Award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced.

31. Evaluation and Comparison of Bids

- 31.1 The Purchaser will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to Clause 29.
- 31.2 The Purchaser's evaluation of a Bid will be in the base of Bid Price as specified in the Price Schedule.
- 31.3 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the purchaser will not be taken into account in Bid evaluation.
- 31.4 The Purchaser's evaluation of a Bid will take into account, in

addition to the Bid price quoted in accordance with Clause 15, one or more of the following factors in the manner and to the extent as specified in the Bidding Data and if quantified in Clause 31.6:

- a. cost of inland transportation, insurance, and other costs within Nepal incidental to delivery of the goods to their final destination
- b. delivery schedule offered in the Bid;
- c. deviations in payment schedule from that specified in the Special Conditions of Contract;
- d. the cost of components, special tools, spare parts, and service;
- e. the availability in Nepal of spare parts and after-sales services for the equipment offered in the Bid;
- f. the projected operating and maintenance costs during the life of the equipment and/ or ;
- g. other specific criteria indicated in the Bidding Data and/or in the Technical Specifications.

31.5 Comparison of Bids will be between the main Bids only unless otherwise specified in the Bidding Data.

31.6 For factors retained in the Bidding Data pursuant to Sub - Clause 31.4, one or more of the following quantification methods will be applied, as detailed in the Bidding Data:

- a. Inland transportation from EXW/port of entry/border point, insurance, and incidentals.

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the Bidding Data will be computed for each Bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- b. Delivery schedule:

The Goods covered under this Invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond

this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bidding Data, will be added for evaluation to the Bid Price of bids offering delivery later than the Earliest Delivery Period specified in the *Schedule of Requirements*.

c. Deviation in payment schedule.

Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

d. Cost of spare parts:

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bidding Data is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the Bid Price

e. Spareparts and after sales service facilities in Nepal.

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bidding Data or elsewhere in the Bidding documents, if quoted separately, shall be added to the Bid price.

f) Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bidding Data or in the Technical Specifications.

g) Specific additional criteria:

Other specific additional criteria to be considered in the evaluation and the relevant evaluation method shall be as detailed in the Bidding Data and/or in the Technical Specification.

32. Domestic Preference

Not Applicable.

**33. Contacting
the
Purchaser**

33.1 Subject to Clause 28, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

33.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

F. Award of Contract

**34. Post-
qualification**

34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Sub - Clause 18.1.

34.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 18.1, as well as such other information as the Purchaser deems necessary and appropriate.

34.3 To verify its technical and production capability the Bidder shall provide with its Bid documentary evidence that the items offered have been in production and have been in satisfactory operation as specified in Bidding Data .

34.4 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Purchaser will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**35. Award
Criteria**

35.1 Subject to Clause 37, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**36. Purchaser's
Right to
Vary
Quantities
at Time of
Award**

36.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bidding Data, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

- 37. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.
- 38. Notification of Award**
- 38.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 35.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.
- 38.2 If no bidder submits an application within a period of seven days of providing the notice under ITB 38.1, the Purchaser shall accept the bid selected in accordance with ITB 35.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.
- 38.3 If, after notification of award to the successful Bidder , an unsuccessful Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
- 39. Signing of Contract**
- 39.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.
- 40. Performance Security**
- 40.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding documents, or in another form acceptable to the Purchaser.
- 40.2 Failure of the successful Bidder to comply with the requirement of Sub - Clause 39.1 or Clause 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.
- 41. Corrupt or Fraudulent Practices**
- 41.1 Government of Nepal requires that Purchaser, as well as Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the

Government of Nepal

:

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

41.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

42 Complain and Review

42.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, pursuant to ITB 38.1 it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having become aware of irregularity in Procurement proceedings and or decision making, for review of the proceedings stating the factual and legal grounds.

42.2 An application filed after the deadline pursuant ITB 42.1 shall not be processed.

42.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 42.1:

- (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or
- (b) whether or not to reject a application.

No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value as stated in BDS.

42.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 42.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 42.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 42.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.

42.5 Late application filed after the deadline pursuant to ITB 42.4 shall not be processed.

42.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 42.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 42.3.

42.7 Within three (3) days of receipt of the notification pursuant to ITB 42.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.

42.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 42.4.

42.9 The Bidder, filing application pursuant to ITB 42.4, shall have to furnish a cash deposit or Bank guarantee as stated in BDS with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 42.4. Application filed without furnishing the security deposit shall not be processed.

42.10 If the claim made by the Bidder pursuant to ITB 42.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 42.9, within seven (7) days of such decision made.

42.11 If the claim made by the Bidder pursuant to ITB 42.4 is rejected by

the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 42.9 shall be forfeited.

43. Conduct of Bidders

43.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Instruction to Bidders and GoN's Procurement Act.

43.2 The Bidder shall not carry out or cause to carryout 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 or being involved in corrupt or fraudulent practice
- d. interference in participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.
- g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract.

44. Blacklisting Bidder

44.1 Without prejudice to any other rights of the Purchaser under this Contract , the Public Procurement Monitoring Office may blacklist a Bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:

- a) if it is proved that the bidder committed acts pursuant to the Sub – clause 43.2,
- b) if the bidder fails to sign an agreement pursuant to clause 39,
- c) if it is proved later that the bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- e) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder’s qualification information,
- f) other acts mentioned in the Bidding Data or SCC

44.2 A Bidder declared blacklisted and ineligible by the GON,Public procurement Office shall be ineligible to bid for a contract during the period of time determined by the GON

Section III. Bidding Data

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB 1.1	Name of the Purchaser: <i>Janak Education Materials Centre Ltd.</i>
ITB 2.1	<i>Janak Education Materials Centre's own internal funds.</i>
ITB 2.1	Name of Contract: <i>Supply and delivery of 4000 Metric Tons of 70 GSM Maplitho White Printing Paper.</i>
ITB 3.1	Bidder's Eligibility Requirements are: <ul style="list-style-type: none"> a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate of <i>2067/068 and submission of Income statement for FY 067/068.</i> d) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence. e) Joint Venture Authorization/ Agreement (if any) f) Power of Attorney <p>Note: Incase of International bidder (b) and (c) is not required of the time of bid submission.</p>
ITB 10.1	Purchaser's Name: <i>Janak Education Materials Centre Ltd.</i> Address: <i>Sanothimi, Bhaktapur.</i> Telephone: <i>6630796, 6630787, 6630163.</i> Facsimile numbers: <i>977-1-6630788</i>
ITB 12.1	Language of the Bid: English
Bid Price and Currency	
ITB 15.2 (i)	<i>The price quoted shall be : Nepalese Rupees</i> The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of EXW in Nepalese Rupees. <u>For 70 GSM Maplitho White Printing Paper:</u> EXW Price (Nrs.) :

	<p><u>For 60 GSM White Printing Paper (Writing & Printing):</u> Unit Rate Per Metric Ton (Nrs.) :</p> <p><u>For 80 GSM White Printing Paper (Writing & Printing):</u> Unit Rate Per Metric Ton (Nrs.) :</p>
ITB 15.2 (ii)	<p><u>For 70 GSM Maplitho White Printing Paper</u></p> <p>The Prices for inland transportation (Nrs.):</p> <p>The prices for insurance (Nrs.) :</p> <p>The prices for other local cost (Nrs.) :.....</p> <hr/> <p>Sub-total (Nrs.) :</p>
ITB 15.2 (iii)	<p><u>For 70 GSM Maplitho White Printing Paper</u></p> <p>The price of other incidental services :</p> <p>(i) Nrs. :.....</p> <p>(ii) Nrs. :.....</p> <p>(iii) Nrs. :.....</p> <hr/> <p><u>Sub-total (Nrs.):</u></p> <p><u>Grand Total for 70 GSM White Printing Paper:</u></p> <p>Total of ITB 15.2 (i) (Nrs.):</p> <p>Total of ITB 15.2 (ii) (Nrs.):</p> <p>Total of ITB 15.2 (iii) (Nrs.):</p> <hr/> <p>Grand Total (Nrs.) :</p>
ITB 15.3	The price shall be fixed.
ITB 16.1
Preparation and Submission of Bids	
ITB 18.1 (d)	<p>Bidders supply experience of last 3 years: <i>specify below as relevant to the present supply</i></p> <p>Nature of Goods supplied:, <i>Supply and delivery of 70 GSM Maplitho White Printing Paper</i></p> <p>Quantity supplied :<i>Minimum of contracts completed not less than 10,000 Metric Tons in last three years and at least 500 million rupees worth of Maplitho White Printing Paper supplied during last three years.</i></p>

ITB 18.1 (e)	<p>Qualification requirements:</p> <ul style="list-style-type: none"> i) The offered goods/equipment shall be latest and in current production for a minimum of 2 years. If the offered model is a new, the manufacturer must have experience in producing the similar model for a minimum of 2 years. ii) The bidder shall furnish a list of users who had purchased same/similar goods/equipment in last 3 years., and number of equipment sold to them, the contract amount. They will be used as references to check the performance of the offered model, if necessary. iii) Compliance with or variation from the departmental requirement of the technical specification shall be duly filled in the offered specification column of the Technical Specification. iv) Separate bid shall be submitted for each package. No bid will be considered if the offered quantity is different from that specified in the Technical Specification. v) An agent can submit bids on behalf of more than one manufacturer but separate complete bids including bid security shall be submitted for each manufacturer.
ITB 20.1	<p>Amount of Bid security (Nrs.): <i>not less than 2.5(two and half percent) percent of bid price(including EXW Price, transportation, customs, duties, taxes, insurance etc. but excluding VAT) for 70 GSM Maplitho White Printing Paper.</i></p>
ITB 21.1	<p>Bid validity period : 120 days from the date of bid opening</p>
ITB 22.1	<p>Number of copies: Two (2) copies.</p>
ITB 23.2 (a)	<p>Address for Bid submission: Janak Education Materials Centre Limited,Sanothimi, Bhaktapur, Nepal</p>
ITB 23.2 (b)	<p>IFB title and number: <i>Tender for Supply and delivery of 4000 Metric Tons of 70 GSM Maplitho White Printing Paper – JEPPT – 1//068/069</i></p>
ITB 24.1	<p>Deadline for bid submission :</p> <p style="padding-left: 40px;">Date :</p> <p style="padding-left: 40px;">Time : 13:00 PM</p> <p style="padding-left: 40px;">Place : JEMC, Sanothimi, Bhaktapur, Nepal.</p>
ITB 26.1	<p>Deadline for Bid Withdrawal :</p> <p style="padding-left: 40px;">Date :</p> <p style="padding-left: 40px;">Time : 13:00 PM</p> <p style="padding-left: 40px;">Place : JEMC, Sanothimi, Bhaktapur, Nepal. [Date,</p>
ITB 27.1	<p>Bid Opening.</p> <p style="padding-left: 40px;">Date :</p>

	<p style="text-align: center;">Time : 14:00 PM</p> <p style="text-align: center;">Place : JEMC, Sanothimi, Bhaktapur, Nepal.</p>
Bid Evaluation	
ITB 31.4	<p>Criteria for Bid evaluation. Are:</p> <p>(b) Deviation in Delivery schedule: 0.35% of Bid Price/Week or per day proportionately.</p> <p>(c) Deviation in payment schedule: 10 % p.a.</p>
ITB 31.4 (a)	<p>Inland transportation from EXW/port of entry/border point to <i>Janak Education Materials Centre,Ltd, Sanothimi, Bhaktapur</i> and insurance and incidental expenditures.</p> <p>Bidder shall furnish:</p> <ul style="list-style-type: none"> • estimated dimensions and shipping weight of each package. • approximate EXW/CIF/CIP value of each package.
ITB 31.4 (d)	Cost of spareparts; N.A.
ITB 31.4 (e)	<p>Spareparts and after sales service facilities in Nepal:</p> <p style="text-align: center;"><i>Not Applicable</i></p>
ITB 31.4 (f)	<p>Operating and maintenance costs.</p> <p style="text-align: center;">Not Applicable.</p>
ITB 31.5
ITB 34.3	<p>Documentary evidence of technical and production capabilities: shall be as stated in technical specification</p>
Contract Award	
ITB 36.1	Percentage for quantity increase or decrease : 15%
ITB 38.1	Notification of Contract Award shall be sent to the successful Bidder at any time prior to expiration of Bid Validity.
ITB 42.3	Less than Rs.20 million.
ITB 42.9	Deposit or Bank gurantee amount shall be 0.5 % of the bid amount.

Section IV. General Conditions of Contract

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. "Contract Documents" means the documents listed in the Agreement, including amendments thereto. Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory.
 - c. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - d. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
 - e. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - f. "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the contract.
 - g. "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
 - h. "Purchaser Country" is the country specified in the Special Conditions of Contract (SCC).
 - i. "GCC" means the General Conditions of Contract contained in this section.
 - j. "SCC" means the Special Conditions of Contract.
 - k. "The Purchaser" means the organization purchasing the Goods, as **named in SCC**.
 - l. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract and **named in SCC**.
 - m. "The Project Site," where applicable, means the place or places **named in SCC**.
 - n. "Day" means calendar day.
 - o. "The Governing Language" of the contract shall be English.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin**
- 3.1 All Goods and Services supplied under the Contract shall have their origin in Nepal or in the countries and territories eligible under the rules of the Donor Agency, as further elaborated in the **SCC**.

- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Donor Agency**
- 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the GoN/Donor Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/Donor Agency, if so required by the GoN/Donor Agency.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the Goods or any part thereof in Nepal.

7. Performance Security

- 7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
 - a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Nepal or abroad, acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser; or
 - b. a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than twenty eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Nepal shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Nepal, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Nepal, defined as the Project Site, transport to such place of destination in Nepal, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of Nepal, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier

of any warranty obligations under the Contract; and

- b. in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted

pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after approval of the invoice by the Purchaser.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.

16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorised in SCC or in the Purchaser's request for Bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:

- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b. the method of shipment or packing;
- c. the place of delivery; and/or
- d. the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

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

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance**
- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages**
- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 24.
- 24. Termination for Default**
- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Clause 22; or
 - b. if the Supplier fails to perform any other obligation(s) under the Contract.
 - c. if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this clause:
"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Sub - Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within twenty eight (28) days after the Supplier'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 Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement the appointing authority for adjudicator shall Nepal Council for Arbitration (NEPCA).

28.3 If a Party is dissatisfied with the decision of the adjudicator, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration within 28 days of receiving Adjudicator's decision . No arbitration may be commenced unless such notice is given. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

28.4 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with Sub- Clause 28.3 shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.5 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 28.6 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.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the

- Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 30. Governing Language** 30.1 The Contract shall be written in the language specified in SCC. Subject to Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 31. Applicable Law** 31.1 The Contract shall be interpreted in accordance with the laws of Nepal, unless otherwise specified in SCC.
- 32. Notices** 32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified in SCC.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33. Taxes and Duties** 33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal.
- 33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 34. Supplier's Responsibilities** 34.1 The Supplier shall supply all the goods and related services included in the scope of supply and change order in accordance with GCC Clause 18 and the Delivery and completion schedule, as per GCC clause 10.
- 35. Purchaser's Responsibilities** 35.1 Whenever the supply of Goods and Rental Services requires that the Supplier obtain permits, approval and import and other licences from local public authorities, the Purchaser shall, if so required by the Supplier, makes its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 35.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with sub-clause 35.1.
- 36. Extension of Time** 36.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of related services pursuant to GCC clause 10, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be rectified by the parties by amendment of the Contract

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaws having the force of law is enacted, promulgated, abrogated, or changed in the place of Nepal where the site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/or the Contract Price, then such delivery date and/or the Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC clause 17.

Section V. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

- 1.1 (GCC 1.1 (k)) — The Purchaser is ***Janak Education Materials Centre Ltd.***
- 1.2 (GCC 1.1 (i)) — The Supplier is: ***[insert name and address of Supplier]***
- 1.3 (GCC 1.1 (m))—The Project Site is: ***Janak Education Materials Centre Ltd., Sanothimi Bhaktapur***

2. Country of Origin (GCC Clause 3)

- 3.1 All goods and services from any country.

3. Performance Security (GCC Clause 7)

- 3.1 (GCC 7.1)—The amount of performance security, as a percentage of the Contract Price, shall be: ***Five (5) percent of the Contract Price***
- 3.2 (GCC 7.4)The validity of performance Security shall be one (1) year after the final delivery, installation and commissioning of the goods and the issuance of final acceptance certificate to the supplier. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.

4. Inspections and Tests (GCC Clause 8)

- 4.1 (GCC 8.1)—Inspection and tests that the Purchaser requires shall be :
 - ***duly carried out by the Supplier at its own laboratory or any other official laboratory for which the Supplier furnish the copy of such inspections and tests taken place that clearly certify that the goods to be supplied under the contract duly conform to the prescribed specifications.***
 - ***carried out by the Purchaser either at its own laboratory or at any other official laboratory to verify whether the samples of the goods to be supplied under the contract conform to the Purchaser's prescribed specifications.***
 - ***pre-shipment inspection of the goods at Supplier's factory premises by the Purchaser or its designated representatives (maximum two persons) at the cost of the Supplier.***

5. Packing (GCC Clause 9)

- 5.1 (GCC 9.2)—Additional requirement for packing and marking as per GCC Clause 9.2 are as follows:

- a). Ream of 250 sheets shall be wrapped by fresh craft paper and repacked in gunny bag consisting of 4 reams.
- b) The diameter of the reel shall be between 90-100 cm and shall be rapped by fresh craft paper re-rapped by gunny sacks.

6. Delivery and Documents (GCC Clause 10)

A. For Goods supplied from abroad:

6.1 (GCC 10.3)—Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by fascimile the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- Original Commercial Invoice
- Original transport bill
- Certificate of origin
- Original insurance certificate
- Manufacturer's or Supplier's warranty certificate,
- Pre-shipment Factory Inspection / test certificate
- Supplier's despatch details (packing list)

6.2 The **documents as per sub-clause 6.1** shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

B. For Goods from within Nepal:

6.3 GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) **two** copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

6.4 The **documents as per sub-clause 6.3** shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

7.1 (GCC 11.1)—The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

8. Transportation (GCC Clause 12)

8.1 (GCC 12.1)—Obligation and responsibility of transportation of the goods shall be in accordance with **Incoterm 2000**.

9. Incidental Services (GCC Clause 13)

9.1 GCC 13.1—Incidental services to be provided are:
Not Applicable

10. Spare Parts (GCC Clause 14)

10.1 GCC 14.1—Additional spareparts requirements are:
N.A.

11. Warranty (GCC Clause 15)

Sample provision

11.1 (GCC 15.2)— **As per 11.2.**

11.2 (GCC 15.4 & 15.5)— The period for replacement shall be: **Within one month after Purchaser's instruction for replacement.**

11.3 **N.A.**

12. Payment (GCC Clause 16)

12.1 GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

A. Payment for Goods supplied from abroad: Payment for Goods supplied from abroad shall be made in Nepalese Currency, as follows:

- (i) **Advance Payment:** **N.A.**
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

B. Payment for Goods and Services supplied from within Nepal: Payment for Goods supplied from within Nepal shall be made in Nepalese Currency, as follows:

- (i) **Advance Payment:** **N.A.**

- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.
- (iii) **On Acceptance:** The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

Although the 70 GSM $\pm 3\%$ is acceptable, the total weight of the paper delivered will be calculated and accepted on the basis of 70 GSM. In case the grammage of delivered paper is higher than 70 GSM, no payment shall be adjusted. However, if it is less than 70 GSM but falls within the range of $\pm 3\%$, the final payment shall be adjusted accordingly.

In case of Reel paper, increase of weight above our specification, payment shall be deducted for increased weight.

12.2 Payments as per Clause 12.1 (A) and (B) shall be made against the handing over by the Supplier of the following documents:

- As regards to the LC opening mentioned above: an official request letter to the Purchaser.
- As regards the installment mentioned above: all documents described and listed in Clause B above.
- As regards the final installment mentioned above: a certificate from the Purchaser to the Supplier acknowledging that the goods have been accepted by the Purchaser. In order to release the performance bond/Bank Guarantee, a letter will be sent by the Purchaser to the Supplier acknowledging that the Supplier has fulfilled his obligations as to the Warrantee and/or Guarantee for the goods.

13. Prices (GCC Clause 17)

13.1 (GCC 17.1)—Prices shall not be adjusted

15. Liquidated Damages (GCC Clause 23)

15.1 (GCC 23.1)— Liquidated damages for delay in performance is: ***0.05% of the contract price per day with maximum deduction not to exceed ten (10) percent of the contract price.***

16. Settlement of Disputes (GCC Clause 28)

16.1 GCC 28.5—Arbitration Proceedings:

- (i) in the case of a dispute between the Purchaser and a Supplier which is a national of Nepal, the dispute shall be referred to arbitration in accordance with the rules of Nepal Council Arbitration ; and
- (ii) in the case of dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

17. Governing Language (GCC Clause 30)

17.1 (GCC 30.1) —The Governing Language shall be: English or Nepali.

18. Applicable Law (GCC Clause 31)

18.1 (GCC 31.1) —The Applicable Law shall be: The laws of Federal Republic of Nepal.

19. Notices (GCC Clause 32)

19.1 (GCC 32.1) —Purchaser’s address for notice purposes:

Janak Education Materials Centre Ltd., Sanothimi Bhaktapur
Phone No: 977.1-6630-787
Fax No: 977-1-6630-788
Email: info@janakedu.com.np

Supplier’s address for notice purposes:

20. Taxes and Duties (GCC Clause 33)

20.1 (GCC 33.1) —A foreign Supplier shall be responsible for all duties and taxes imposed until the delivery of Goods to the Purchaser both outside and inside Nepal

20.2 (GCC 33.2) —A local Supplier shall be responsible for all duties, taxes, licence fees etc. incurred until delivery of the contracted Goods to the Purchaser.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

S.N.	Descriptions	Lot		Quantity	Delivery Schedule
1	70 GSM Maplitho White Printing Paper	1st	Sheets	1000 M.Ton	Within 30 days of LC is opened
			Reel	400 M. Ton	Within 30 days of LC is opened
		2nd	Sheets	1000 M.Ton	Within 30 days of LC is opened
			Reel	300 M. Ton	Within 30 days of LC is opened
		3 rd	Sheets	1000 M.Ton.	Within 30 days of LC is opened
			Reel	300 M.Ton.	Within 30 days of LC is opened

Section VII. Technical Specification

1. Technical Specifications for 70 GSM Maplitho White Printing Paper:

- Wood and dust free offset printing paper to be used for text books
- **Gram:** 70 GSM \pm 3%
- **Size:** 72 cm (in reel) & 73 x 103 cm (in sheet)
- **Thickness:** 90 to 110 Microns
- **Tear Index:** 3.0mN m²/g (minimum) (average CD/MD)
- **Porosity:** Minimum 50 Secs/100/ml (Gurley method)
- **Cobb Value:** 20G/m² (maximum)
- **Moisture Content:** 4 to 7%
- **Brightness:** 72% (minimum)
- **Opacity:** 70% (minimum)
- **Other Requirements:**
 - The paper shall be of uniform formation, evenly finished and free from wood, specks holes, dust, scraps, torn, creased sheets, baggy stocks and others blemishes.
 - The paper shall be calendared on both side and shall be of consistent calibration throughout the sheet.
- **Packing:** Reams of 250 sheets wrapped with two sheets of fresh craft paper and shall be packed in gunny bag consisting of 4 reams.
- **Quality Control:** Continuous quality control records to be made available during manufacturing process of the lot to be supplied should be submitted before the supply.
- **Method of Sampling and Testing:** Method of sampling and testing shall be performed as per NS 274-2049 or IS 1060 (Part I) – 1966 reaffirmed 1987.
- **Note:** Although the 70 \pm 3% GSM is acceptable, the total weight of the paper delivered will be calculated and accepted on the basis of 70 GSM.

2. Technical Specifications for 60 GSM White Printing Paper:

- **Gram:** 60 GSM \pm 3%
- **Size:** 660 mm X 890 mm
- **Thickness:** 80 to 90 Microns
- **Tear Index:** 4.2 mNm²/g (minimum) (average CD/MD)

- **Porosity:** Minimum 40 Secs/100/ml (Gurley method)
- **Cobb Value:** 20G/m² (maximum)
- **Moisture Content:** 4 to 7%
- **Brightness:** 70% (minimum)
- **Opacity:** 70% (minimum)

3. Technical Specifications for 80 GSM White Printing Paper (Printing) :

- **Gram:** 80 GSM ± 3%
- **Size:** 73 x 103 cm (in sheet)
- **Thickness:** 95 to 100 Microns
- **Tear Index:** 3.0mN m²/g (minimum) (average CD/MD)
- **Porosity:** Minimum 50 Secs/100/ml (Gurley method)
- **Cobb Value:** 20G/m² (maximum)
- **Moisture Content:** 4 to 7%
- **Brightness:** 72% (minimum)
- **Opacity:** 70% (minimum)

4. Technical Specifications for 80 GSM White Printing Paper (Writing) :

- **Gram:** 80 GSM ± 3%
- **Size:** 66 x 89 cm (in sheet)
- **Thickness:** 95 to 100 Microns
- **Tear Index:** 3.0mN m²/g (minimum) (average CD/MD)
- **Porosity:** Minimum 50 Secs/100/ml (Gurley method)
- **Cobb Value:** 20G/m² (maximum)
- **Moisture Content:** 4 to 7%
- **Brightness:** 72% (minimum)
- **Opacity:** 70% (minimum)

Section VIII. Sample Forms

1. Bid Form and Price Schedules

Date: _____

Contract Identification No: JEPPT – 1 /2068/69_

*To: Janak Education materials Centre Ltd.,
Sanothimi, Bhaktapur*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and delivery of **4,000 Metric Tons of 70 GSM Maplitho White Printing Paper** in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for a period of *[insert number as specified in bid validity period]* days from the date fixed for Deadline for Bid submission, and it shall be remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuit
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state “none”)		

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding documents.

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

[Name] _____

[signature]

[in the capacity of]

Duly authorised to sign Bid for and on behalf of :

Price Schedule for Goods Offered from Abroad

Name of Bidder _____.

Contract Identification Number :

Page _____ of _____.

Item	Description	Country of origin	Qty.	Per M. Ton EXW Factory Unit price	Per M. Ton Inland Transportation From Factory to Custom Entry Point	Per M. Ton Other Taxes Applicable in Source Country	Per M. Ton Insurance (If Any) (Nrs.)	Per M. Ton Inland Transportation from Custom Entry Point to JECM Premises (Nrs.)	Per M. Ton. Total Bid Price (Nrs.)	Per M. Ton. VAT, If contract is awarded (Nrs.)	Total Bid Price (Excluding VAT)	Total Bid Price (Including VAT)
A	B	C	D	E	F	G	H	I	J = E+F+G+H+I	K = J*13%	L= J * D	M = (J+K)*D
1	70 GSM Maplitho White Printing Paper		4,000 M.Ton									
2	60 GSM White Printing Paper		200 M.Ton									
3	80 GSM White Printing Paper		200 M.Ton									

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Price Schedule for Domestic Goods Offered from within Nepal

Name of Bidder _____.

Contract Identification Number:

Page _____ of _____.

Item	Description	Country of origin	Qty.	Per M. Ton EXW Factory Unit price (Nrs.)	Per M. Ton Other Taxes Applicable in Nepal, If Any (Nrs.)	Per M. Ton Insurance, If Any (Nrs.)	Per M. Ton Inland Transportation Cost from Factory to JEMC Premises (Nrs.)	Per M. Ton Total Bid Price (Nrs.)	Per M. Ton VAT If contract is awarded (Nrs.)	Total Bid Price (Excluding VAT)	Total Bid Price (Including VAT)
A	B	C	D	E	F	G	H	I = E+F+G+H	J = I * 13%	K = I * D	L = (I+J)*D
1	70 GSM Maplitho White Printing Paper		4,000 M.Ton								
2	60 GSM White Printing Paper		200 M.Ton								
3	80 GSM White Printing Paper		200 M.Ton								

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2. Bid Security Form

Date:

To ***Janak Education Materials Centre Ltd.***
Sanothimi, Bhaktapur.

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of ***Tender Supply and Delivery of 4,000 Tons of 70 GSM Maplitho White Printing Paper*** (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ *[mm]* 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;
 - (c) does not accept the provision of bidding document.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by him is due to him, owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived.

And any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

Seal of the issuing Bank:

Witness :

Signature:

Name :

Address :

3. Contract Form

THIS AGREEMENT made the ____ day of _____[mm] 20____ between *Janak Education Materials Centre Ltd., Sanothimi, Bhaktapur, Nepal* (hereinafter called “the Purchaser”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., **4,000 Metric Tons of 70GSM Maplitho White Printing Paper** and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in Nepalese Rupees*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with Law of Nepal the day, month and year first above written.

On behalf of the Purchaser

On behalf of the Supplier

Name :

Name :

Signature:

Signature:

Designation:

Designation:

Seal:

Seal:

4. Performance Security Form

Date:

To: *Janak Education Materials Centre Ltd.*
Sanothimi, Bhaktapur.

WHEREAS [*name and address of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. JEPPT – 1/2068/69 dated _____ [*yy/mm/dd*] to supply **4,000 Metric tons of 70 GSM Maplitho White Printing Paper** (hereinafter called “the Contract”).

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

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

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Supplier, up to a total of [*amount of the guarantee in words and figures Nepalese Rupees*], and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, and without cavil or argument, any sum or sums within the limits of [*amount of guarantee in Nepalese Rupees*] 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 demanding the said debt from the Supplier 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 Goods to be supplied thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until a date thirty (30) days from the date of issue of the Certificate of Acceptance.

Signature and seal of the Guarantors

[*name of bank*]

[*address*]

[*date*]

5. Bank Guarantee Form for Advance Payment

To: ***Janak Education Materials Centre Ltd.***
Sanothimi, Bhaktapur.

Tender Supply and delivery of 4,000 Metric tons of 70 GSM Maplitho White Printing Paper.

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, ***[name and address of Supplier]*** (hereinafter called “the Supplier”) shall deposit with ***Janak Education Materials Centre Ltd.*** a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ***[amount of guarantee in figures and words]***.

We, the ***[name of the Bank]***, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding ***[amount of guarantee in figures and words]***.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, 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 remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Guarantors

[name of Bank]

[address]

[yy/mm/dd]
[date]

6. Manufacturer's Authorization Form

Date:

To: *Janak Education Materials Centre Ltd.*
Sanothimi, Bhaktapur.

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of **4,000 M. Tons of 70 GSM Maplitho White Printing Paper** having factories at *[address of factory]*

We hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.