



**CIVIL AVIATION AUTHORITY OF NEPAL**  
***CNS PLANNING & DEVELOPMENT DEPARTMENT***  
**BABARMAHAL, KATHMANDU**  
**NEPAL**

**BID DOCUMENT**  
**FOR**  
***COMMISSIONING FLIGHT INSPECTION OF MSSR***

**TENDER NOTICE NO. ICB-02/CNS/2016**

Document Price Rs.3,390.00 (Including 13% VAT)

**BID SUBMITTED BY:**

M/S .....

.....

***September 2016***

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**SECTION 'A'**  
**IMPORTANT NOTICE TO BIDDERS**  
**(INTB)**

## **SECTION 'A' : IMPORTANT NOTICE TO BIDDERS (INTB)**

The Bidders are requested to read and understand the Scope of Works, terms and condition, technical specifications, schedule of requirements, implementation schedule, priority of the works etc. very carefully before submitting the Bid. The Bidders are required to supply the following information and forms duly filled along with the Bids after carefully studying the Bid Document.

Non- enclosure of the specified documents will be treated as non-responsive and will result to the rejection of the Bid.

- 1) A clause by clause comments on Instructions to Bidders, Conditions of Contract and Technical Specifications.
- 2) Catalogue and brochures of the avionics equipments to be used during the work.
- 3) Bidder shall submit along with the Bid, FIS Provider's Supply Record for services of Commissioning Flight Inspection/Calibration of MSSR in last five years and the letters of satisfactory operation as per Section IV Sample Form h.
- 4) Bid Form duly filled, signed with date and sealed by the authorized person in accordance with Section IV and Bid Validity in accordance with Section I ITB Clause 20.
- 5) Bid Bond furnished in accordance with Section I ITB, Clause 21 and Sample Form i enclosed in the bid document.
- 6) Schedule of Price: in Section IV duly filled, signed and sealed by authorized person in Price Schedule Forms.
- 7) Proposed implementation work schedule.
- 8) Compliance as per Section II & III.

**End of Important Notice to Bidders**

**SECTION 'B'**  
**INVITATION FOR BIDS (IFB)**

**CIVIL AVIATION AUTHORITY OF NEPAL  
CNS PLANNING & DEVELOPMENT DEPARTMENT  
BABARMAHAL, KATHMANDU, NEPAL**

**Bid Notice No. ICB-02/CNS/2016**

**Re-Invitation for Bids: 8 September 2016**

***First date of Publication 28 June 2016***

1. Civil Aviation Authority of Nepal, CNS Planning & Development Department (CNS P&D Department) hereby invites Sealed Bids from the eligible Bidders for:  
**“Commissioning Flight Inspection of MSSR.”**
2. Eligible bidders may obtain further information the bidding documents at <http://www.caanepal.org.np/downloads> or may visit Civil Aviation Authority of Nepal, CNS Planning & Development Department, Babarmahal, Kathmandu.
3. A set of Bid document may be purchased from Civil Aviation Authority of Nepal, Head office, Store Section, Babarmahal, Kathmandu on written request within **22 days** of the first publication of the bid notice upon submission of copies of Firm registration certificate, VAT/PAN registration, income tax clearance certificate and receipt of a cash deposit of NRs.3,390.00 (Including 13% VAT - non-refundable) in Rastriya Banijya Bank, Bishal Bazar, Current Account No.64917 or NMB Bank Babarmahal, Account No. 00100600126115000004 of Civil Aviation Authority of Nepal (CAAN) within office hours and electronic scanned copy(\*.pdf format) of the Bank deposit voucher shall also be submitted along with the electronic bid files.
4. Sealed Bid must be submitted to the address given below :  
  
CNS P & D Department, Civil Aviation Authority of Nepal, Head Office, Babarmahal, Kathmandu, Nepal on or before 12:00 hour on the 23<sup>rd</sup> day. Documents received after this deadline will not be accepted.
5. Bid will be opened at 14:00 hour on the 23<sup>rd</sup> day, the last date of submission of Bid in presence of the bidder or their authorized representatives who choose to attend or even in their absence at Civil Aviation Authority of Nepal, CNS Planning & Development Department, Babarmahal, Kathmandu. If the last date of Bid Document purchasing, submission and opening falls on a public holiday then the next working day will be deemed as the due date but the time will be same as stipulated.
6. Bid must be accompanied by Bid Bond in the form of a bank guarantee of the Nepalese Bank (Foreign Bank Guarantee must be counter guaranteed by a Nepalese

Bank) or Bank Voucher of cash deposited in Civil Aviation Authority of Nepal's, Current Account No.1206110001003524NPR at Nepal Rastra Bank, Thapathali, Kathmandu and submit the receipt of the deposited amount of cash along with the bid and bid submitted to Civil Aviation Authority of Nepal, CNS P&D Department, Babarmahal, Kathmandu for an amount equivalent to NRs. 6,00,000/-. Successful Bidder shall be required to furnish a Performance Bond at 5 percent of the total Contract amount before signing of Contract. Bid must be valid for a period of 90 days counting from the day of bid opening and must be accompanied by bid security, which shall be valid for minimum 30 days beyond the bid validity period.

7. Partial Bid offer will not be entertained.
8. CAAN reserves the right to accept or reject any bid or all bids at any time without assigning any reason whatsoever prior to award of contract.
9. Copies of Firm registration certificate, income tax clearance certificate and applicable registration certificates of Bidder shall be submitted with Bid document. If the Bidder is a foreigner, then its local agent's certificates (registered in Nepal under Nepalese Government Rules and Regulation) should also be submitted. The certificates shall be attested by Notary Public. Attestation shall be in English Language.
10. Bid must be enclosed in a sealed envelope clearly marked in capital letter "COMMISSIONING FLIGHT INSPECTION OF MSSR".
11. Any additional matters not covered by this shall be in accordance with the prevailing Procurement Act 2063 and Procurement Regulation 2064 of the GON.
12. Bid must be addressed to: **Civil Aviation Authority of Nepal, CNS Planning & Development Department, Babarmahal, Kathmandu, Nepal.** Ph. No. +977-1-4265243, 4256774, 4265243, Fax No. 4262516.
13. Pre Bid Meeting - 23 Sep. 2016 at 11:00 Noon
14. Last date for sale of Bid Document - 29 Sep. 2016 till 17:00 PM
15. Last date of Bid submission - 30 Sep., 2016 by 12:00 Noon
16. Bid opening date - 30 Sep., 2016 at 14:00 PM

**End of Invitation for Bid**

# **Abbreviations**

BDS	.....	Bid Data Sheet
BD	.....	Bidding Document
CAAN	.....	Civil Aviation Authority of Nepal
CNS P&D	.....	CNS Planning & Development
DCS	.....	Delivery and Completion Schedule
DP	.....	Development Partner
EQC	.....	Evaluation and Qualification Criteria
FIS	.....	Flight Inspection Service
GCC	.....	General Conditions of Contract
GoN	.....	Government of Nepal
ICC	.....	International Chamber of Commerce
IFB	.....	Invitation for Bids
Incoterms	.....	International Commercial Terms
ITB	.....	Instructions to Bidders
LGRS	.....	List of Goods and Related Services
PAN	.....	Permanent Account Number
PPMO	.....	Public Procurement Monitoring Office
SBD	.....	Standard Bidding Document
SBQ	.....	Schedule of Bidder Qualifications
SCC	.....	Special Conditions of Contract
SS	.....	Schedule of Supply
TS	.....	Technical Specifications
UNCITRAL	.....	United Nations Commission on International Trade Law
VAT	.....	Value Added Tax
TIAMP	.....	Tribhuvan International Airport Modernization Project



**Section I**  
**Instructions to Bidders (ITB)**

## Section I. Instructions to Bidders

<b>A. General</b>	
<b>1. Scope of Bid</b>	<p>1.1 The Purchaser <b>indicated in the BDS</b> issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Supply. The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the <b>BDS</b>.</p> <p>1.2 Throughout this Bidding Document :</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form with proof of receipt;</li> <li>(b) if the context so requires, singular means plural and vice versa; and</li> <li>(c) “day” means calendar day.</li> </ul>
<b>2. Source of Funds</b>	<p>2.1 GoN/CAAN Funded: In accordance with its annual program and budget, approved by the GoN/CAAN, the implementing agency <b>indicated in the BDS</b> plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.</p>
<b>3. Fraud and Corruption</b>	<p>3.1 The Government of Nepal (GoN/CAAN) requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under GoN/CAAN/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Purchaser;</p> <p>defines, for the purposes of this provision, the terms set forth <b>below as follows</b>:</p> <ul style="list-style-type: none"> <li>(i) <b>“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</b></li> <li>(ii) <b>“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</b></li> <li>(iii) <b>“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</b></li> <li>(iv) <b>“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</b></li> <li>(v) <b>“obstructive practice” means:</b> <ul style="list-style-type: none"> <li>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a</li> </ul> </li> </ul>

GoN/CAAN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the GoN's/CAAN's/DP's inspection and audit rights provided for under sub-clause 3.5 below.
- (cc) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (dd) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/CAAN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/CAAN/DP-financed contract.

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

- (a) give or propose improper inducement directly or indirectly,
- (b) distortion or misrepresentation of facts,
- (c) engaging in corrupt or fraudulent practice or involving in such act,
- (d) interference in participation of other competing bidders,
- (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price,
- (g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

3.3 PPMO on the recommendation of the Purchaser may **blacklist** a Bidder for a period of one (1) to three (3) years for its conduct including the following grounds and seriousness of the act committed by the bidder:

- (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- (b) if it is established that the contract agreement signed by the Bidder

	<p>was based on false or misrepresentation of Bidder's qualification information,</p> <p>3.4 A bidder declared blacklisted and ineligible by the GoN/CAAN, Public procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN/CAAN, PPMO and/or the DP.</p> <p>3.5 The Supplier shall permit the GoN/CAAN/DP 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/CAAN/DP, if so required by the GoN/CAAN/DP.</p>
<p><b>4. Eligible Bidders</b></p>	<p>4.1 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:</p> <ul style="list-style-type: none"> <li>(a) all parties to the JV shall be jointly and severally liable; and</li> <li>(b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</li> </ul>
	<p>4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) have controlling shareholders in common; or</li> <li>(b) receive or have received any direct or indirect subsidy from any of them; or</li> <li>(c) have the same legal representative for purposes of this Bid; or</li> <li>(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or</li> <li>(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or</li> <li>(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.</li> </ul> <p>4.3 A Bidder that is under a declaration of ineligibility by the GoN/CAAN/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address specified in the BDS.</p>

	<p>4.4 Government-owned enterprises in Nepal shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Purchaser.</p> <p>4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> <p>4.6 Firms shall be excluded in any of the cases, if</p> <ul style="list-style-type: none"> <li>a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser’s country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.</li> <li>b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;</li> <li>c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.</li> </ul> <p>4.7 Domestic Bidders shall be eligible only if the bidder has obtained Permanent Account Number (PAN), Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of income return <b>as stated in BDS</b> from the Inland Revenue office. Foreign Bidders shall be eligible only if the bidder submits the documents indicated in the BDS at the time of bid submission and a declaration to submit the document(s) indicated in the BDS at the time of contract agreement.</p>
<p><b>5. Eligible Goods and Related Services</b></p>	<p>5.1 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.</p> <p>5.2 The origin of goods and services is distinct from the nationality of the Bidder.</p>
<p><b>6. Site Visit</b></p>	<p>6.1 For goods contracts requiring installation/ commissioning networking or similar services at site, the Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.</p> <p>6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.</p> <p>6.3 The costs of visiting the Site shall be at the Bidder’s own expense.</p>

## B. Contents of Bidding Document

<p><b>7. Sections of the Bidding Document</b></p>	<p>7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p style="padding-left: 40px;"><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB)</li> <li>• Section II. Bid Data Sheet (BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> </ul> <p style="padding-left: 40px;"><b>PART 2 Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section V. Schedule of Supply</li> </ul> <p style="padding-left: 40px;"><b>PART 3 Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>• Section VI. General Conditions of Contract (GCC)</li> <li>• Section VII. Special Conditions of Contract (SCC)</li> <li>• Section VIII. Contract Forms</li> </ul> <p>7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.</p> <p>7.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.</p> <p>7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p>
<p><b>8. Clarification of Bidding Document/Pre-Bid Meeting</b></p>	<p>8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the <b>BDS</b>. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit specified in the <b>BDS</b> prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB <b>9</b> and <b>24.2</b>.</p> <p>8.2 The purchaser may organize a pre-bid meeting of Bidders at least fifteen (15) days before the deadline for submission of Bids at the place, date and time as specified in the <b>BDS</b> to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a</p>

	result of a clarification, it shall do so following the procedure under ITB 9 and ITB <b>24.2</b> .
<b>9. Amendment of Bidding Document</b>	9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
	9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
	9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB <b>24.2</b>
<b>C. Preparation of Bids</b>	
<b>10. Cost of Bidding</b>	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>11. Language of Bid</b>	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language <b>specified in the BDS</b> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language <b>specified in the BDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>12. Documents Comprising the Bid</b>	The Bid shall comprise the following: <ul style="list-style-type: none"> <li>a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses <b>13, 15, and 16</b>;</li> <li>b) Bid Security, in accordance with ITB <b>21</b>;</li> <li>c) alternative bids, if permissible, in accordance with ITB <b>14</b>;</li> <li>d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB <b>22</b>;</li> <li>e) <b>documentary</b> evidence in accordance with ITB <b>17</b> establishing the Bidder's eligibility to bid;</li> <li>f) <b>documentary</b> evidence in accordance with ITB Clauses <b>18</b> and <b>31</b>, that the Goods and Related Services conform to the Bidding Document;</li> <li>g) <b>documentary</b> evidence in accordance with ITB <b>19</b> establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and</li> <li>h) any other document <b>required in the BDS</b>.</li> </ul>
<b>13. Bid Submission Sheet and Price Schedules</b>	13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in <b>Section IV, Bidding Forms</b> . This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	13.2 The Bidder shall submit the Price Schedules for Goods and Related

	Services, according to their origin as appropriate, using the forms furnished in <b>Section IV, Bidding Forms</b> .
<b>14. Alternative Bids</b>	14.1 Unless otherwise <b>indicated in the BDS</b> , alternative bids shall not be considered.
<b>15. Bid Prices and Discounts</b>	15.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
	15.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB <b>32.3</b>
	15.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
	15.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
	15.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or <b>as specified in the BDS</b> .
	15.6 Prices shall be quoted as specified in each Price Schedule included in <b>Section IV, Bidding Forms</b> . The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:
	<p>(a) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <p style="padding-left: 40px;">(i) the local currency cost component of each item comprising the Related Services; and</p> <p style="padding-left: 40px;">(ii) the foreign currency cost component of each item comprising the Related Services,</p> <p style="padding-left: 40px;">inclusive of all custom duties, Value Added Tax and other taxes applicable in the Purchaser's country, payable on the related services, if the contract is awarded to the Bidder.</p>
15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise <b>specified in the BDS</b> . A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in accordance with the <b>BDS</b> , prices quoted by the Bidder shall be subject to adjustment during the performance of the	



	<p>Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the <b>BDS</b>, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB <b>15.4</b>, provided the bids for all lots are submitted and opened at the same time.</p>
<p><b>16. Currencies of Bid</b></p>	<p>16.1 Bid prices shall be quoted in the following currencies:</p> <ol style="list-style-type: none"> <li>a. Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the Nepalese currency.</li> <li>b. All expenditures that are to be incurred in Nepal for i) inland transportation and related costs, ii) all taxes, and iii) local currency cost component of related services other than inland transportation and other services should be expressed in the Bid in Nepalese currency and will be payable in Nepalese currency.</li> </ol>
<p><b>17. Documents Establishing the Eligibility of the Bidder</b></p>	<p>17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:</p> <ol style="list-style-type: none"> <li>a. complete the eligibility declarations in the Bid Submission Sheet, included in <b>Section IV, Bidding Forms</b>; and</li> <li>b. if the Bidder is an existing or intended JV in accordance with ITB <b>4.1</b> , submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.</li> </ol> <p>17.2 Bidders, applying for eligibility for domestic preference as indicated in ITB 35 shall submit the certification of country of origin issued by authorized agency to satisfy the offered goods are produced in Nepal as described in section III, Evaluation and Qualification Criteria.</p>
<p><b>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</b></p>	<p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in <b>Section V, Schedule of Supply</b>.</p> <p>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of <b>Section V, Schedule of Supply</b>.</p>

	<p>18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in the BDS</b> following commencement of the use of the goods by the Purchaser.</p>
	<p>18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in <b>Section V, Schedule of Supply</b>.</p>
<p><b>19. Documents Establishing the Qualifications of the Bidder</b></p>	<p>19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in <b>Section III, Evaluation and Qualification Criteria</b>.</p>
	<p>19.2 If so required in the <b>BDS</b>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in <b>Section IV, Bidding Forms</b> to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.</p>
	<p>19.3 If so <b>required in the BDS</b>, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p>
	<p>19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:</p> <ol style="list-style-type: none"> <li>a. Name and address of the Agent/Representative,</li> <li>b. The Agent/Representative providing type of services,</li> <li>c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,</li> <li>d. Other agreement with Agent/Representative, if any,</li> <li>e. Bidder shall 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:</li> <li>f. Source of information about tender invitation,</li> <li>g. The remuneration given to the individual or firm/company or</li> </ol>

	<p>organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,</p> <p>h. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,</p> <p>i. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.</p> <p>19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB <b>19.4</b> or has submitted its 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 blacklist such bidder in accordance with ITB <b>3.3</b>.</p>
<p><b>20. Period of Validity of Bids</b></p>	<p>20.1 Bid shall remain valid for a period <b>specified in the BDS</b> after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p>
	<p>20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB <b>21</b>, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p><b>21. Bid Security</b></p>	<p>21.1 Unless otherwise <b>specified in the BDS</b>, the Bidder shall furnish as part of its bid, in original form, a Bid Security <b>as specified in the BDS</b>.</p>
	<p>21.2 If a bid security is specified pursuant to ITB <b>21.1</b>, the bid security shall be in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> <li>a. <b>original copy of an unconditional bank guarantee from reputed commercial foreign bank or;</b></li> <li>b. <b>original copy of an unconditional bank guarantee from "A" class commercial bank in Nepal or;</b></li> <li>c. <b>original copy of cash</b> deposit voucher in the Purchaser's Account <b>as specified in BDS</b>.</li> </ul> <p>In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in <b>Section IV, Bidding Forms</b>. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.</p> <p>A bid security issued by foreign bank must be counter – guaranteed by an "A" class commercial bank in Nepal acceptable to the Purchaser.</p>
	<p>21.3 If a bid Security is required in accordance with ITB <b>21.1</b>, any Bid not</p>

	<p>accompanied by an enforceable and compliant Bid Security in accordance with ITB <b>21.2</b>, shall be rejected by the Purchaser as nonresponsive.</p>
	<p>21.4 If a Bid Security is specified pursuant to ITB <b>21.1</b>, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB <b>43</b>.</p>
	<p>21.5 If a Bid Security is specified pursuant to ITB <b>21.1</b>, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.</p>
	<p>21.6 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> <li>a. if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB <b>20.2</b>; or</li> <li>b. if the successful Bidder fails to: <ul style="list-style-type: none"> <li>i. sign the Contract in accordance with ITB <b>44</b>; or</li> <li>ii. furnish a Performance Security in accordance with ITB <b>43</b>.</li> </ul> </li> </ul>
	<p>21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB <b>17.1</b>.</p>
<b>22. Format and Signing of Bid</b>	<p>22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number <b><i>specified in the BDS</i></b> and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p>
	<p>22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be attached with the Bid.</p>
	<p>22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>

<b>D. Submission and Opening of Bids</b>	
<b>23. Submission, Sealing and Marking of Bids</b>	23.1 Bidders may always submit their bids by mail or by hand or by courier. When so <i>specified in the BDS</i> , Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures <i>specified in the BDS</i> .
	23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB <b>14</b> , in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB <b>23.3</b> and <b>23.4</b> .
	23.3 The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a. bear the name and address of the Bidder;</li> <li>b. be addressed to the Purchaser in accordance with ITB <b>24.1</b>;</li> <li>c. bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the <b>BDS</b>; and</li> <li>d. bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING", in accordance with ITB <b>27.1</b>.</li> </ul>
	23.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
<b>24. Deadline for Submission of Bids</b>	24.1 Bids must be received by the Purchaser at the address and no later than the date and time <i>indicated in the BDS</i> .
	24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
<b>25. Late Bids</b>	25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB <b>24</b> . Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
<b>26. Withdrawal and Modification of Bids</b>	26.1 A Bidder may withdraw or modify its Bid after it has been submitted by sending a written Notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB <b>22.2</b> (except that Withdrawal Notices do not require copies). The corresponding withdrawal or modification of the Bid must accompany the respective written Notice. All Notices must be: <ul style="list-style-type: none"> <li>a. submitted in accordance with ITB Clauses <b>22</b> and <b>23</b> (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal”, or “Modification”; and</li> </ul>

	<p>b. received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB <b>24</b>.</p>
	<p>26.2 Bids requested to be withdrawn in accordance with ITB <b>26.1</b> shall be returned unopened to the Bidders.</p>
	<p>26.3 No Bid shall be withdrawn or modified 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 Submission Sheet or any extension thereof.</p>
	<p>26.4 Sealed envelope pursuant to ITB <b>26.1</b> shall be opened only on the date and time of opening of bid.</p>
<b>27. Bid Opening</b>	<p>27.1 The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time specified in the <b>BDS</b>. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB <b>23.1</b>, shall be as specified in the <b>BDS</b>.</p>
	<p>27.2 Before opening the bids the purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for "WITHDRAWAL", or "MODIFICATION" of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB <b>22.2</b>, the withdrawal shall not be permitted and the corresponding Bid will be opened. 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.</p>
	<p>27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB <b>25.1</b>.</p>
	<p>27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence</p>

	<p>or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders’ representatives who are present shall also be requested to sign an attendance sheet.</p>
<p><b>E. Evaluation and Comparison of Bids</b></p>	
<p><b>28. Confidentiality</b></p>	<p>28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB <b>44. 2</b>.</p>
	<p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p>
	<p>28.3 Notwithstanding ITB <b>28.2</b>, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>
<p><b>29. Clarification of Bids</b></p>	<p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB <b>33</b>.</p>
<p><b>30. Deviations, Reservations, and Omissions</b></p>	<p>30.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>a. “Deviation” is a departure from the requirements specified in the Bidding Document;</li> <li>b. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>c. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>
<p><b>31. Determination of Responsiveness</b></p>	<p>31.1 The Purchaser’s determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.</p>
	<p>31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> <li>a. if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in</li> </ul> </li> </ul>

	<p style="text-align: center;"><b>Section V, Schedule of Supply; or</b></p> <p style="text-align: center;">(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or</p> <p style="text-align: center;">b. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p>
<p><b>32. Non-material Non-conformities</b></p>	<p>31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of <b>Section V, Schedule of Supply</b> have been met without any material deviation or reservation.</p> <p>32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.</p> <p>32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in <b>Section III, Evaluation and Qualification Criteria</b>.</p> <p>32.4 If minor differences are found such as in technical specification, description, feature which do not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.</p> <p>32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of minor differences pursuant to ITB 32.4, such bid shall be considered ineffective in substance and shall not be considered for evaluation.</p>
<p><b>33. Correction of Arithmetical Errors</b></p>	<p>33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <p style="padding-left: 40px;">a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p style="padding-left: 40px;">b. if there is an error in a total corresponding to the addition or</p>



	<p>subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p>
	33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its bid security shall be forfeited..
<b>34. Conversion to Single Currency</b>	34.1 For evaluation and comparison purposes, the price quoted in different currency(ies) of the bid shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra Bank and on the date of bid opening.
<b>35. Domestic Preference</b>	35.1 Unless otherwise <b>specified in the BDS</b> , domestic preference shall be a factor in bid evaluation.
<b>36. Evaluation of Bids</b>	36.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
	36.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in <b>Section III, Evaluation and Qualification Criteria</b> . No other criteria or methodology shall be permitted.
	36.3 To evaluate a Bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> <li>a. evaluation will be done for Items or Lots, as <b>specified in the BDS</b>; the bid price as quoted in accordance with ITB <b>15</b>;</li> <li>b. price adjustment for correction of arithmetic errors in accordance with ITB <b>33.1</b>;</li> <li>c. price adjustment due to discounts offered in accordance with ITB <b>15.4</b>; and</li> <li>d. price adjustment due to application of the evaluation criteria specified in the BDS from amongst those set out in <b>Section III, Evaluation and Qualification Criteria</b>. These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise <b>specified in Section III Evaluation and Qualification Criteria</b>.</li> <li>e. price adjustment due to the application of a margin of preference in accordance with ITB clause <b>35</b>.</li> </ul>
	36.4 The Purchaser's evaluation of a bid will exclude and not take into account: <ul style="list-style-type: none"> <li>a. in the case of Goods offered from within Nepal, all sales tax and all other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder;</li> <li>b. in the case of Goods offered from outside Nepal, all customs duties, sales tax, and other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and</li> </ul>

	<p>c. any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.</p> <p>36.5 The Purchaser’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).</p> <p>36.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.</p>
<b>37. Comparison of Bids</b>	37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB <b>36</b> .
<b>38. Post-qualification of the Bidder</b>	38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
	38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB <b>19</b> .
	38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.
<b>39. Purchaser’s Right to Accept Any Bid and to Reject Any or All Bids</b>	39.1 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 Bidders.
<b>F. Award of Contract</b>	
<b>40. Award Criteria</b>	40.1 The Purchaser shall select for awarding the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
<b>41. Purchaser’s Right to Vary Quantities at Time of Award</b>	41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in <b>Section V, Schedule of Supply</b> , provided this does not exceed the percentages <b>indicated in the BDS</b> , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

<p><b>42. Notification of Intention to Award</b></p>	<p>42.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB <b>40.1</b> within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and the information regarding name, address and bid amount of the selected bidder shall be given to all other bidders using the “Letter of Intention” form included in Section VIII. <b>Contract Forms</b></p> <p>42.2 If no bidder submits an application pursuant to ITB <b>45.1</b> within a period of seven days of providing the notice under ITB <b>42.1</b>, the Purchaser shall accept the bid selected in accordance with ITB <b>40.1</b> 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.</p>
<p><b>43. Performance Security</b></p>	<p>43.1 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 <b>Section VIII, Contract Forms</b>, or another form acceptable to the Purchaser.</p> <p>43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>
<p><b>44. Signing of Contract</b></p>	<p>44.1 The successful Bidder shall sign the contract in the form included in <b>section VIII</b> after the submission of performance security in accordance with ITB <b>43</b>.</p> <p>44.2 At the same time, the Purchaser shall affix a public notice on the result of the award on its notice board and make arrangement to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, the contract award results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.</p> <p>44.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification of award in accordance with ITB <b>42.2</b>, requests in writing the grounds on which its bid was not selected</p>
<p><b>45. Complaint and Review</b></p>	<p>45.1 If a Bidder,, is not satisfied with the procurement process or Client’s decision provided as per ITB 42.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the Bidder may give an application for review of the decision to the Office Chief of the procuring entity (Purchaser) with reference to the error or breach of duty committed by the Client. The complaint application should be given</p>

	<p>within 7 days of receipt of the information regarding the issue of intention to accept letter by the Client. Application, for review of Client’s decision, filed after the deadline shall not be processed</p> <p>45.2 The Office chief of the Procuring Entity (Purchaser shall), within five (5) days after receiving the complaint application, give its decision with reasons, in writing pursuant to ITB <b>45.1</b>:</p> <p style="padding-left: 40px;">(a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or</p> <p style="padding-left: 40px;">(b) whether or not to reject a complaint application.</p> <p>45.3 If the Bidder, who has submitted the complaint application, is not satisfied with the decision of the Office Chief in accordance with ITB <b>45.2</b>, or the decision by the Office Chief is not given within five (5) days of receipt of the complaint application pursuant to ITB <b>45.1</b>, then the applicant , within seven (7) days of receipt of such decision, may file an application with relevant supporting documents to the Public Procurement Review Committee of the GoN/CAAN, stating the reason of its disagreement on the decision of the Office Chief provided that its bid amount is above the amount <b>specified in the BDS</b>.. Together with the review application, the applicant shall furnish a guarantee, in the form of cash or Bank guarantee equivalent to zero point five percent (0.5%) of its quoted bid amount, with the validity period of at least ninety (90) days from the date of the filing of the review application.</p> <p>45.4 Late application filed after the deadline pursuant to ITB <b>45.3</b> shall not be processed</p> <p>45.5 The Public Procurement Review Committee, shall give its decision within 30 days after receiving the review application filed pursuant to ITB 45.3 on the basis of i) the information and comments received from the Purchaser, ii)evidence, documents submitted along with the application by the applicant ,and iii) information received on inquiring both the parties regarding the matter.</p> <p>45.6 If the claim made by the Bidder pursuant to ITB <b>45.3</b> is justified, the Review Committee shall return the security deposit to the applicant, pursuant to ITB <b>45.3</b>, within seven (7) days of the Public Procurement Review Committee’s decision.</p> <p>45.7 If the claim made by the Bidder pursuant to ITB <b>45.3</b> is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB <b>45.3</b> shall be forfeited.</p>
<p><b>46. Provision of PPA and PPR</b></p>	<p>46.1 If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provisions of this document shall be void to the extent of such inconstancy and the provisions of PPA and PPR <u>shall</u> prevail.</p>

**Section II**  
**Bid Data Sheet (BDS)**

## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	Name of the Purchaser: Civil Aviation Authority of Nepal (hereinafter called CAAN)
<b>ITB 2.1</b>	Name of the Project: <b>“Commissioning Flight Inspection of MSSR.”</b> Implementing Agency: CAAN Funding : CAAN’s own resource
<b>ITB 2.1</b>	Name of Contract/s: ICB-02/CNS/2016 <b>“Commissioning Flight Inspection of MSSR.”</b>
<b>ITB 4.1</b>	"Bidder" shall mean an authorized Flight Inspection Service Provider.
<b>ITB 4.3</b>	<b>A list of debarred firms is available at <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a></b>
<b>ITB 4.8</b>	<p><b>Bidder’s Eligibility Requirements:</b></p> <p>1) In this Bid document, the words <b>“Bidder, Services”</b> wherever have been used are as defined here under:</p> <p><b>Bidder:</b> "Bidder" shall mean an authorized FIS Provider to perform the Flight Inspection services as listed in "ICAO CATALOGUE OF FLIGHT INSPECTION UNITS" or its authorized local agent.</p> <p><b>Services:</b>"Services" shall mean the job to perform the commissioning Flight Inspection/Calibration of terminal and en-route MSSR as described in Technical Specification (Section V).</p> <p><b>2) Foreign Bidder</b></p> <p><b>Foreign Bidders not doing business in Nepal :</b></p> <p>a) Shall have to submit the documents to establish their legal status/ registration in relevant country.</p> <p>b) Shall be represented by an agent in Nepal legally registered as per the relevant law of GoN.</p> <p>c) The agent shall clearly be authorized for the service it shall perform on behalf of Bidder.</p> <p>d) All the other documents required to establish them legally.</p> <p><b>3) The documentary evidence of the Bidder’s qualifications, to perform the contract, if its Bid is accepted, shall be established to the CAAN’s satisfaction:</b></p> <p>3.1 That the Bidder has the following financial, technical and personnel capability necessary to perform the Contract for the purpose of carrying out the</p>

Services.

**a) Financial:**

- The average annual turnover during last three years shall be equivalent to NRs-35 Million
- The minimum amount of liquid assets or working capital or credit facility shall be equivalent to NRs 30 million.
- The Net worth of the Bidder should be positive as on the end of Fiscal year **2014/15(AD)** to justify the reputation and financial worthiness of the Bidder. The latest audited Balance Sheet of last three years should be attached with the bid.

**b) Technical:**

- The bidder shall be an authorized FIS provider in an ICAO Contracting state or its authorized local agent.
- The bidder shall submit the details of Flight Inspection (including Commissioning Flight Check of MSSR) carried out during the **last five** years (2011-2015), and the letters of satisfactory completion by the purchaser.

**c) Personnel:**

- The bidder shall have sufficient personnel to handle ground, onboard and maintenance activities during calibration works .The bidder shall submit the list of proposed team members who will be engaged in the execution this project as per Appendix III (Section V).
- The bidder shall submit the CV of the experts mentioned in Technical Specification S.N.4 as per Appendix IV (Section V).

**3.2** Document establishing the Services' conformity to the bidding documents.

3.2.1 The documentary evidence of the inspection Services to the bidding documents may be in form of literature, drawings and data. Required sets of manuals including all necessary documents related to Technical Specification (Sec. V) shall be submitted (in English language) with the Bid. The Manuals should contain detailed specifications, functional description, and required information about the services. The document shall include:

3.2.1.1 The Specification of the avionics equipments/ services/procedure shall be verified by the technical manuals

	<p>of the equipment/system/procedure to conform its compliance to the required General Technical Requirements and Technical Specifications. Therefore, <b>Clause-by-clause commentary on the ITB, BDS, GCC, SCC, Technical Specifications</b>, demonstrating the Bid's responsiveness to those requirements or a statement of deviations and exceptions to the provisions of the Bid's requirements shall be submitted.</p> <p>3.2.1.2 Bidder's compliance statements shall be referenced to supporting documents (i.e. page no., paragraph no., line no., etc.). Reference text shall be highlighted.</p> <p>3.2.1.3 In the statement of compliance, the Bidder shall state:</p> <ul style="list-style-type: none"><li>a. <b>"Fully Compliant"</b> if systems and functions offered fully meets the tender requirement.</li><li>b. <b>"Partially Compliant"</b> if the systems and functions offered meets the requirements partially. The bidder shall state the reason why the offer is partially compliant.</li><li>c. <b>"Non-compliant"</b> if the systems and functions cannot meet the requirements. The bidder shall also state reasons for it.</li><li>d. Compliance statements such as 'Agreed', 'Noted', 'Ok', Tick Mark, Do (") and 'Understood' etc. shall not be acceptable and shall be considered <b>"Non-compliant"</b>.</li></ul> <p>3.2.1.4 In case of <b>absence</b> or <b>unclear statements</b> of compliance for any specified requirements, CNSP&amp;D Department will interpret that particular requirement as being <b>"Non-compliant"</b>.</p> <p>For the purposes of the commentary to be furnished pursuant to sub-clause 4.2.1.6 above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand name and catalogue numbers, designated by the CNSP&amp;D Department in the Technical Specifications, if any, are intended to be descriptive only and not restrictive. The Bidder may substitute other authoritative standards, brand names and catalogue numbers in its bid, provided that it demonstrates the CNS P&amp;D Department's satisfaction that the substitutions are equivalent or superior to those designated in the Technical Specifications, except if the specifications specifically provide otherwise.</p>
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<b>B. Bidding Document</b>	
<b>ITB 8.1</b>	For <b>clarification purposes</b> only, the Purchaser's address is : Attention : The Director, CNS P&D Department Name of the Purchaser : CAAN Address: Babarmahal, Kathmandu Country: Nepal Telephone: 977-1-4249379, 977-1-4265243 Fax Number: 977-1-4262516 Electronic Mail Address: <a href="mailto:cnsdepartment@caanepal.org.np">cnsdepartment@caanepal.org.np</a>
<b>ITB 8.1</b>	The purchaser will respond in writing to any request for clarification provided that such request is received no later than <b>15</b> days prior to the deadline date for submission of bid.
<b>ITB 8.2</b>	A Pre-Bid meeting : <b>shall take place</b> <b>Place: CNS P&amp;D Department , CAAN Head Office, Babarmahal, Kathmandu</b> <b>Date: 23 Sep 2016 at 11:00 Noon</b>
<b>C. Preparation of Bids</b>	
<b>ITB 11.1</b>	The language of the Bid is: English
<b>ITB 14.1</b>	Alternative Bids: <i>shall not be</i> permitted.
<b>ITB 15.5</b>	The Incoterms edition is: <i>Incoterms 2010</i> .
<b>ITB 15.7</b>	The prices quoted by the Bidder <i>shall not</i> be adjustable.
<b>ITB 19.3</b>	After sales service is : Required The Bidder shall include with its bid, evidence that it will be represented by an Agent in the country to support for reports.
<b>ITB 20.1</b>	The bid validity period shall be 90 days
<b>ITB 21.1</b>	A Bid Security is required; The amount and the currency of the Bid Security shall be equivalent to NRs. 6,00,000.00
<b>ITB 21.2</b>	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Civil Aviation Authority of Nepal's, Current Account No.610282 at Nepal Rastra Bank, Thapathali, Kathmandu and submit the receipt

	<p>of the deposited amount of cash along with the bid.'or'</p> <p>If the Bidder wishes to submit the Bid Security in the form of unconditional bank guarantee, the bidder should submit the original copy of the guarantee along with the bid.</p>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>In addition to the original of the Bid, the number of copies is</p> <p><b><i>Not Applicable</i></b></p>
<b>ITB 23.1</b>	<p>Bidders <i>shall</i> have the option of submitting their bids electronically.</p>
<b>ITB 23.1</b>	<p>If bidders submit their bids electronically, the electronic bidding submission procedures shall be: as mentioned in '<b>Special Instruction to Bidders for e-Bidding</b>' of BDS.</p>
<b>ITB 23.3 (c)</b>	<p>The inner and outer envelopes shall bear the following address:</p> <p style="text-align: center;">The Director,  <b>CNS Planning &amp; Development Department</b>  <b>Civil Aviation Authority of Nepal</b>  Babarmahal, Kathmandu.  TEL: +9771-4249379, 4265243, FAX: 4262516</p> <p>bear "<b>Commissioning Flight Inspection of MSSR.</b>" and the Words" DO NOT OPEN BEFORE THE OPENING DATE "indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late". If the outer envelope is not sealed and marked as mentioned above, CNS P &amp; D Department will assume no responsibility for the Bid's misplacement or premature opening.</p>
<b>ITB 24.1</b>	<p>The address and deadline for bid submission is:</p> <p>Place: <b>CNS Planning &amp; Development Department,</b>  <b>Civil Aviation Authority of Nepal, Babarmahal, Kathmandu</b></p> <p>Date: 30 September 2016</p> <p>Time: 12:00 Noon, Nepalese Local Time</p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at:</p> <p>Place: <b>CNS Planning &amp; Development Department,</b>  <b>Civil Aviation Authority of Nepal, Babarmahal, Kathmandu</b></p> <p>Date: 30 September 2016</p> <p>Time: 2:00 PM, Nepalese Local Time</p>

<b>ITB 27.1</b>	<p><b><u>Opening of Bids</u></b></p> <ol style="list-style-type: none"> <li>1. CNS P&amp;D Department will open bids, in the presence of the bidders or their representatives who choose to attend at 2:00 PM on 46th day of first publication of Bid Notice at CNS P&amp;D Department, Babarmahal, Kathmandu. In case, the Bid Document purchasing, submission and opening falls on a public holiday then the next working day will be deemed as the due date but the time will be same as stipulated. The Bidders representatives, present on the occasion, shall sign a register evidencing their attendance. The Bidder or Bidders representatives who are not present in the opening will not hinder the opening of the Bids</li> <li>2. The Bidder's names, Bid prices, modifications, Bid withdrawals and the presence or absence of the requisite Bid Bond and such other details as, at its discretion, may consider appropriate will be announced at the opening.</li> </ol>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 35.1</b>	Domestic preference <i>shall not</i> be a bid evaluation factor.
<b>ITB 36.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: Deviation in Delivery schedule: <i>No</i>.</p> <ol style="list-style-type: none"> <li>(a) Deviation in payment schedule: <i>No</i>.</li> <li>(b) The cost of major replacement components, mandatory spare parts, and service: <i>Yes</i></li> <li>(c) The availability of spare parts in Nepal and after-sales services for the equipment offered in the bid : <i>Yes</i></li> <li>(d) The projected operating and maintenance costs during the life of the equipment: <i>Yes</i></li> <li>(e) The performance and productivity of the equipment offered; <i>Yes</i></li> </ol>
<b>F. Award of Contract</b>	
<b>ITB 45.3</b>	No application can be submitted before the Review Committee for review against the decision made by the <u>Office Chief of the Procuring Entity (Purchaser)</u> for the bid amount up to the equivalent value of <u>Nepalese Rupees 20,000,000 (twenty million)</u>

## **Special Instruction to Bidders for e-Bidding :**

### **A) Bid preparation :-**

- i. A Bidder who wishes to submit the Bid electronically can either purchase the Bid document directly from employer office as mentioned in tender notice or download from web site <http://www.gepson.gov.np>.
- ii. The bid document downloaded from the above web-site shall be submitted through e-bidding only.

### **B) Procedure of Bid submission through electronically (e-submission) only:**

- i. In case, a Bidder wishes to download the Bid document from above website to submit electronically, the Bid proposal, along with other requirements, must be accompanied by a electronically scanned copy of non refundable bank voucher (as specified in the tender notice).
- ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents) and it shall be signed by the authorized representative and also stamped with the company's seal.
  - a) Schedule of Requirements (SOR) with rate, amount, b) Forms of Bid, Qualification Information

The Bidder shall then scan the completed original documents, forms in PDF formats with appropriate file name shown in the table below.

### **Required Document list for the Related Services**

<b>S. No.</b>	<b>Document</b>	<b>PDF File name</b>	<b>Requirement</b>	<b>Remarks</b>
1	Form of Bid	Bid form -1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid security-2	Mandatory	
3	Company registration,	Company reg-3	Mandatory	All firms in case of JV
4	VAT/PAN registration,	VAT reg-4	Mandatory for National firms	All firms in case of JV
5	Tax clearances certificate,	Tax-5	Mandatory for National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint venture agreement	JV doc-7	Mandatory for JV	In case of JV
8	Qualification Information	Qualifications-8	Mandatory	

9	SOR with rate amount and total amount	SOR-9	Mandatory	
10	Manufacturers Authorization	Authorization - 10	Mandatory	If Applicable
11	Technical Data Sheet	TDS-11	Mandatory	Submit the prepared sheet.
12	Certification Documents	Certifications-12	Not Mandatory	ISO Certificate Document
13	Declaration Form	Declaration-13	Mandatory	Submit the prepared form.
14	Bank Voucher	Bank Voucher - 14	Mandatory	

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

- iii. For e-submission purpose the Bidder shall, at first, register in the web site <http://www.gepson.gov.np>.
- iv. After preparing all the required bidding documents in PDF, scan the files as specified in (B.ii).
- v. The Bidder shall upload the PDF bid files and submit the complete bid online through the website <http://www.gepson.gov.np> within the specified date and time.
- vi. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.
- vii. The standard time for e-submission is Nepalese Standard Time.
- viii. When a bidder submits his bid in hard copy, the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through the web site.
- ix. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
- x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause -22 with a Substitution letter in PDF file.
- xi. For Modification or Withdrawal of bid, the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.
- xii. When a Bidder submits electronic bid by downloading the bidding documents from the

webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.

- xiii. In case the Bidder choose to download the bidding documents and deposit the cost of bidding documents (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be considered as non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the Employer's Revenue account.
- xiv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of the website <http://www.gepson.gov.np> in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

**C) Requirements and Conditions for e-submission of bid:**

- i. The Bidder shall submit his bid electronically in PDF files in the manner as specified above, also submit the complete hard copy of "original" Bid document within three days.
- ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures between the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications as specified in ITB clause within 3 working days.
- iii. In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose within 3 working days.
- iv. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.
- v. In case of major discrepancy found between electronically submitted PDF Bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.
- vi. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security shall be forfeited if
  - a. the Bidder does not respond to and/or submit the documents and or clarifications when requested by the Employer.

- b. Major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer.

**D) Bid Opening process for e-submitted bid**

- i. Electronically submitted bid shall be opened first at the Bid opening time.
- ii. The e-procurement system allows the Employer to download and open the e-submitted bid files from the bidders only after the time for opening the bids.
- iii. The e-submitted Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.
- iv. After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
- v. In case of "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

**E) Bid Evaluation and Comparison process for e-submitted bid**

- i. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications.
- ii. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

**F) Qualification Information**

In case of e-Bidding, the Bidder is required to submit the documents to prove minimum qualification requirements only and not the detail documents.

**G) Bid Security Format**

Form of Bid security shall include the provision as 'This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by the Employer for the release of the Guarantee'.

# **Section III**

## **Evaluation and Qualification Criteria**



## Section III. Evaluation and Qualification Criteria

### **1. Bid Evaluation and Award Criteria**

1.1 The CAAN's evaluation of a Bid will take into account, in addition to Bid price, the following factors, in the manner and to the extent indicated below:

1.1.1 The responsiveness with CAAN's Technical Specifications.

1.1.2 The Bid Compliance Statement

1.1.3 The delivery and work schedule

### **1.2 Post qualification and Award**

1.2.1 CAAN will determine whether the Bidder selected as having submitted the lowest-evaluated responsive Bid is qualified to satisfactorily perform the Contract.

1.2.2 The determination will take into account the Bidder's financial, technical, personnel and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder, pursuant to Section II BDS Clause 4.0.

1.2.3 An affirmative determination will be prerequisite for award of Contract to the Bidder. A negative determination will result in rejection of Bidder's Bid.

### **1.3 Examination of Bid Document will be carried out as follows:**

1.3.1 **Preliminary Examination:** CAAN will examine the bids to verify whether the bid is valid and complete, whether the bid is accompanied by valid bid securities, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. CNS P & D Department may waive any minor informality, nonconformity, or irregularity in a bid provided that such waiver does not prejudice or affect the relative ranking of any bidder. Prior to the detailed evaluation, CAAN will determine the substantial responsiveness of each bid to certain provisions stipulated in the CAAN tender document. For the purpose of this clause, a substantially responsive bid is the one, which conforms to all the terms and conditions of the bidding documents without major material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Payment Terms, Applicable Law and Taxes and Duties and the major technical requirements will be deemed to be major deviations . If a bid has one or more major

deviations affecting requirements, it shall be rejected by CAAN and will not substantially be made responsive by the bidder by correction of the nonconformity. Similarly, if there are many minor deviations to the bid, and if these items together constitute a major material deviation or affects the required purpose, such bid shall be rejected.

- 1.3.2 **Detailed Technical Evaluation:** Detailed Technical Evaluation shall be carried out for those bids, which are found to be responsive after preliminary examination as per above clause 1.3.1. Detailed Technical Evaluation shall be based on clause by clause compliance statements or comments on Technical Specifications as well as technical details, catalogues, brochures etc. furnished by each bidder. If a bid has one or more major deviations, it will be rejected by CAAN and will not substantially be made responsive by the bidder by correction of the nonconformity.
- 1.3.3 **Detail Commercial Evaluation:** Detailed Commercial Evaluation shall be carried out for those bids, which are found to be responsive after Detail Technical Evaluation as per above clause 1.3.2. Detailed Commercial Evaluation shall be based on clause by clause compliance statements on General conditions of contract Section VI.
- 1.3.4 **Detail Financial Evaluation:** Once the bids are considered substantially responsive after detailed Technical and commercial evaluation, all those responsive bids shall be judged from Financial Evaluation only and no weight-age shall be given to other technical details or parameters or additional features and facilities of the offered products.

For the financial evaluation the following factors shall be taken into consideration for evaluation purpose:

- 1.3.4.1 **Arithmetical errors:** In case of discrepancy between the prices in figures and words, the prices in words shall prevail. Similarly, if there is a discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, the unit price shall prevail.
- 1.3.4.2 **Offered Quantity:** If the offered quantity is not sufficient to meet the CAAN requirement, required quantity will be loaded to fulfil the requirement and price will be adjusted accordingly taking into consideration the offered unit price of the same bidder. If some required items are missing in the offer, then the highest price for such missing item (s) among the qualified bidder will be considered for evaluation purpose and loaded to bring all bidders in equal footing. However, if the bidder who misses/ short supplies the required items happens to be the successful bidder,

the missed/ short supplied items shall be provided free of cost to the CAAN. **If major items, without which the purpose of bidding will not be fulfilled, are missing, the bid shall be considered non-responsive and shall be rejected.**

1.3.4.3 Financial Evaluation shall be carried out taking into consideration of the Schedule of Price (as specified in Section IV).

1.3.4.4 Delivery, Installation & Test Schedule : As per clause SCC(GCC11.1)

**If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited. CAAN reserves the rights to award the tender to the next lowest bidder or may go for re-tender whichever is convenient.**

#### 1.4 Contract Award

The CNS P & D Department will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated substantially responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract as per Clause 1.1, 1.2, and 1.3 of this section.

As financial evaluation shall be done as per above Clause 1.3.4, total evaluated price may differ from the price quoted by the bidder in its price schedule. Financial comparison shall be based on "Evaluated Price" and not "Offered Price". However, the final total contract price shall be finalized during contract negotiation with the successful bidder.

## 2. Main and Alternate Offer

2.1 The Bidder who is interested to quote alternate or optional offer must submit separate Bid document along with separate Bid Bond or cash deposited voucher as earnest money. Bid received as quoted main and alternate / optional offer, only main offer will be evaluated and alternate / optional offer will not be entertained. ***Bid shall be submitted for the whole schedule of requirements. Partial Bid will not be entertained (for either Packages also).***

## 3. Right to accept or reject any or all of Bids

3.1 Notwithstanding ITB – Clause 7.1, CAAN reserves the right to accept or reject any Bid fully or partially, and to annul the Bidding process and reject all Bids, at any time prior to award of the contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for CAAN's action.

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

4.1 CAAN reserves the right, at the time of award, to increase or decrease the quantity of Services (in hours) specified in the Schedule of Requirements and the Price Schedule without any change in unit price or other terms and conditions.

**5. Notification of Award of Contract**

5.1 CNS P & D Department will notify the successful Bidder by Fax or official email or letter to be confirmed in writing, that its Bid has been accepted.

5.2 The notification of award will constitute the formation of a contract, until the Contract has been in effect pursuant to Clause 44 of ITB.

5.3 The CNS P & D Department shall issue a Letter of Intent (LOI) as per ITB Clause 42.1 to notify the concerned Bidder whose bid has been selected in accordance with Clause 40 of ITB in writing that the CNS P & D Department has intention to accept his/her bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.

5.4 If no bidder submits an application for review within a period of seven days of the notice provided under clause 5.3 of this section, the CNS P & D Department shall accept the bid selected in accordance with ITB clause 40 and will subsequently issue a Letter of Acceptance (LOA) to furnish the performance security and to initiate negotiation between the bidder and the CNS P & D Department within fifteen days.

# **Section IV**

## **Bidding Forms**

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## a. Bid Submission Form

*[The Bidder shall fill in this Form (or in its letter head) in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....

Invitation for Bid No.: ICB-02/CNS/2016

To: CNS Planning & Development Department, Civil Aviation Authority of Nepal

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: .....*[insert the number and issuing date of each Addenda];*

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services  
**“Commissioning Flight Inspection of MSSR.”**

- (b) The total price of our Bid, excluding any discounts offered in item (d) below, is: .....*[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

- (c) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply.

.....*[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: .....*[Specify in detail the method that shall be used to apply the discounts];*

- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in the amount of Five Percent (5%) of the Contract Price for the due performance of the contract.
- (f) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries .....*[insert the nationality of the Bidder, including that of all parties that comprise the Bidder]*
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible in accordance with ITB Sub-Clause 4.3;
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:..... *[insert signature of person whose name and capacity are shown]*

In the capacity of .....*[insert legal capacity of person signing the Bid Submission Form]*

Name: .....*[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: .....*[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## b. Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....

ICB No.: 02/CNS/2016

Page \_\_\_\_\_ of \_\_\_\_\_ pages

b. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
c. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <span style="float: right;"><i>[insert Bidder's legal address in country of registration]</i></span>
5. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i>  Address: <i>[insert Authorized Representative's Address]</i>  Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i>  Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

### c. Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: ..... <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: ..... <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration ..... <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration:..... <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: ..... <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: ..... <i>[insert name of JV's Party authorized representative]</i> Address: ..... <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: ..... <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: ..... <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

## d. Financial Situation Form

Each Bidder must fill in this form

Financial Data for Previous 3 Years		
Year 1:	Year 2:	Year 3:

### Information from Balance Sheet

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			

### Information from Income Statement

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?
- Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

### **e. Average Annual Turnover Form**

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed at the end of the period reported Each Bidder must fill in this form

<b>Annual Turn over Data for the Last 3 Years</b>	
<b>Year</b>	<b>Amount</b>
<b>Average Annual Turnover</b>	

## f. Financial Resources Form

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

Financial Resources		
No.	Source of financing	Amount
1		
2		
3		

**Note:**

The letter from the Bank must be unconditional.

### g. Pending Litigation Form

Each Bidder must fill in this form			
Year	Matter in Dispute	Value of Pending Claim	Value of Pending Claim as a Percentage of Net Worth

## h. Specific Experience Form

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

IFB No.:

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract	Information
Contract Identification	_____

Award date

Completion date _____
_____

Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract amount	_____		Currency _____
Description of the Flight Inspection Services performed by the Bidder			
Purchaser's Name:	_____		
Purchaser's Address:			

Purchaser's Telephone/fax number:

Purchaser's E-mail:
_____

The Bidder shall complete this form for each contract completed/in progress.

## i. Bid Security (Bank Guarantee)

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

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that .....*[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated .....(hereinafter called "the Bid") for the execution of **"Commissioning Flight Inspection of MSSR."** under Invitation for Bids No. ICB-02/CNS/2016 ("the IFB").

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

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

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

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

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

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

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

\_\_\_\_\_  
*[signature(s)]*



## j. FIS Provider's Authorization

*[The Bidder shall require the authorized FIS Provider to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the FIS Provider and should be signed by a person with the proper authority to sign documents that are binding. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: .....

ICB No.: 02/CNS/2016

To: CNS Planning & Development Department, Civil Aviation Authority of Nepal

WHEREAS

We .....*[insert complete name of Manufacturer]*, who are official manufacturers of .....*[insert type of goods manufactured]*, having factories at .....*[insert full address of Manufacturer's factories]*, do hereby authorize .....*[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us .....*[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods/services offered by the above firm.

Signed: .....*[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: .....*[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: .....*[insert title]*

Duly authorized to sign this Authorization on behalf of: ..... *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

### k. SCHEDULE OF PRICES (SOP)

S. No.	Description	Quantity	Unit	Unit Price	Remarks
1	Ferry price to and from the country of origin.	1	Lot		
2	Flight Inspection Services as per Appendix I-II.	1	Lot*		
3	<b>Total Cost for the services</b>	<b>In Figure</b>			
		<b>In Words</b>			
For CAAN's reference only (not for evaluation purpose).					
4	Separate hourly rate for any additional flying requested by CAAN.		Per Hr.		Shall be equivalent to price of (S.N. 2÷15)
5	Separate daily rate for any delays due facilities not being ready for inspection.		Per Day		

(\* Minimum 15 hours guaranteed as 1 lot and the extra time shall be paid as per clause 4.)

# **Section V**

## **Schedule of Requirements**

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# 1. LIST OF RELATED SERVICES & COMPLETION SCHEDULE

S.N.	Routine Flight Inspection/Calibration	Estimated Time (Tentatively)	Unit	Reference	Final Completion Date(s) of Services
1.	<b>SURVEILLANCE</b>			<b>As per Appendix (I-II)</b>	Within 30 November 2016.
	KATHMANDU-RADAR (ASR/SSR) and associated Procedures	20	Hours		
	<b>Total Hours (Approximately): 20±5 Hours</b>				
	<b>(15 Hours Guaranteed as 1 lot)</b>				

## **2. TECHNICAL SPECIFICATIONS**

**i. INTRODUCTION**

Flight inspection is a maintenance activity that ensures radio navigational aid signals in space meet the required standards. The flight inspection aircraft and its measuring system can be considered to be a large piece of test equipment. Some important navigation signals are not properly formed until beyond the far field monitoring systems of the installed equipment. Flight inspection is a suitable method of checking those signals meet the required standards.

**ii. Objective**

The objective of the proposed Flight Inspection programme is to determine whether the en-route and terminal MSSR being inspected meet the operational performance requirements in accordance with the relevant provisions of Nepalese Civil Aviation Requirements, which conform to the provisions of ICAO Annex 10, Vol. I and Annex 14. Vol. I and the related manuals and the associated procedures meet the relevant provisions of ICAO Doc 8168. These inspections shall also be used to publish the designated operational coverage (DOC) of the facilities being inspected.

The flight inspection unit shall have to follow FAA DOC 8200.1D and ICAO DOC 8071 to carry out the job. The following specification specify the detail requirements of the methodologies involved, flight calibration aircraft, instrumentation and equipments, reports, personnel, facilities and associated procedures that shall be subjected to the proposed flight inspection:

## TECHNICAL SPECIFICATION

S.N.	Technical Specification	Description	Compliance Statement	Bidder's Reference
<b>1.</b>	<b>Methodology</b>			
1.1	For Surveillance	Commissioning Check of Enroute and Terminal MSSR.		
<b>2.</b>	<b>Procedures</b>			
2.1	Briefing	A general briefing shall be arranged to provide required information to the Flight Inspection Agency Personnel and participants to meet the objectives of the programme.		
2.2	Inspection	Flight Inspection schedule as per approved plan of CAAN after the contract.		
2.3	Reporting	The Flight Inspection Service Provider shall submit 5 (five) sets (soft copy and hard copy) of Final Report to CAAN within 30 days following the completion of flight inspection. Each sets shall be divided into separate volumes as specified by CNS P & D Department.		
		The bidder shall submit two (2) sets (soft copy & hard copy) of interim report before returning to home country.		
		The Report shall provide a record (3 sets) of the activities, results of the inspection process, technical and operational analysis of the flight inspection data.		
		The report shall contain necessary recommendations for corrective actions to be taken by CAAN to improve the performance of the inspected facilities.		
		The report shall include an executive summary of the job performed.		
<b>3.</b>	<b>Flight Inspection Aircraft, Instrumentation and Equipment</b>			
3.1	For aircraft	The aircraft shall at least meet the characteristics outlined in Section 1 of Attachment 1 to Chapter 1 (Flight Inspection Aircraft) of ICAO Doc 8071, Vol. I and Attachment 2 to Chapter 1 ICAO Doc 8071, Vol. II as well as FAA DOC 8200.1D.		



S.N.	Technical Specification	Description	Compliance Statement	Bidder's Reference
		The bidder shall specify the make/model of the aircraft which will be used for flight inspection.		
		The aircraft shall be of jet-engine capable of safe flight upto 41000 ft. or above within the intended operational envelope and instrumented for night and instrument flight.		
		<p>The bidder must submit:</p> <ul style="list-style-type: none"> <li>a) A copy of Air Operator Certificate (AOC)</li> <li>b) A copy of Certificate of Registration of Aircraft (C of R)</li> <li>c) A copy of the Airworthiness of Aircraft (C of A)</li> <li>d) A copy of Aircraft Flight Manual (AFM) that shows the Maximum Take-Off Weight of Aircraft (MTOW)</li> </ul>		
3.2	For aircraft instrumentation	The Aircraft shall be suitably equipped with instruments outlined in Section 2, 3, 4 and 5 of Attachment 1 to Chapter 1 (Flight Inspection Aircraft) of ICAO Doc 8071, and FAA DOC 8200.1D.		
		All measuring equipment used for flight inspection shall be calibrated to defined standards.		
		The flight inspection system shall include equipment that can record the measured parameters of the surveillance/navigation aid being inspected. All recordings shall be marked so that they can be correlated with the aircraft's position at the time of the measurement.		
		The aircraft shall be equipped with instrumentation to monitor the RF field strength of VHF communication frequencies.		
3.3	Approval/ Authentication	Approval or Authorization from the State of Registry of Aircraft or State of the Operator to conduct flight inspections on a commercial basis.		
		Certification and last date of calibration of Airborne Equipment.		

<b>4.</b>	<b>Personnel</b>	The Bidder shall suitably demonstrate that required personnel to be made available for the flight inspection possess adequate experience, licensing and certification necessary to carry out the specified tasks.		
		The bidder shall submit the list of technical team along with their academic and experience certificates in relevant field. CV of the experts shall be submitted as per Appendix IV.		
		The Simulator Certificate of PIC for Kathmandu SID/SIA & Maps (as mentioned in the AIP Nepal)		
		The copy of English Language Proficiency at least Level 4 of PIC if non-native English Speaker.		
<b>5.</b>	<b>Capabilities</b>	Types of navigational/visual/ surveillance aids or facilities etc that can be inspected.		
<b>6</b>	<b>Report</b>	The report shall include information as specified in Appendix.		
<b>7.</b>	<b>Other requirements</b>	Flight inspection operating instructions (procedures) for the inspector, flight crew and Surveillance/Nav Aid equipments/ System.		
		A typical reference of commissioning flight inspection report of MSSR performed by bidder in other countries.		
		Details of AOC (Air operator' Certificate) related approvals held in respect of aircraft operations.		

## **4. APPENDIXES**

**CHECK LIST FOR MSSR(w.r.t. FAA Doc.8200. 1C, Para 14)**

Checking Item	Ref	Procedure	Compliance Statement
Orientation	14d	To verify the radar azimuth corresponds with a known azimuth position and may be conducted with a flight inspection aircraft or ground check. Using SID, STAR, ATS route	
Tilt	14e	As per recommendation by radar manufacturer (NEC,Japan) .	
ATCRBS Power Optim.	14o	Setting 1.5kW as per recommendation by manufacturer(NEC).	
SLS/ISLS	14m	Setting transmitter power levels	
Modes/Codes	14n	Setting the codes instructed by ATC	
GTC/STC	14p	Be adjusted prior to the FI by NEC	
Vertical Coverage	14g	By checking ATS route with designated altitude or as instructed by ATC (such as FL100, 150, 200,250, 300, 350,400 or above)	
Horizontal Screening	14h	By checking SID, STAR and ATS routes	
Airway/Route Coverage	14i	By checking ATS routes with assigned altitude	
Fix/Map Accuracy	14j	By checking ATS routes with assigned altitude	
Fixed Target Identification	14l	By identifying ground clutter.	
Communications	14q	Using VHF air to ground comm.	
Standby Equipment	14r	Switching No1 & 2 TX	
MSAW	14t	Confirm radar identification and MSAW check in progress with the air traffic controller.	

**Note: Details for MSSR check shall be made available to the successful bidder after the contract.**

Preflight Inspection Plan.	Requirements as per United States FAA Standard Flight Inspection Manual ORDER 8200.1D	Compliance Statement
<b>Minimum Safe Altitude Warning (MSAW).</b>	Flight inspection of MSAW is a test of the MSDPS/ARTS software. The flight inspection crew will fly the detailed procedures as outlined in Paragraph 14.5.t.	
<b>Preflight Coordination</b>	The flight inspector must ensure the following:	
	(a) Coordination with the air traffic representative has been accomplished prior to beginning an inspection.	
	(b) The altitudes to be flown and MSAW altitude alert points are clearly defined and understood.	
	(c) Conduct all flight inspection for MSAW in day VFR conditions.	
<b>Detailed Procedure</b>	<b>Minimum Safe Altitude Warning (MSAW).</b> Confirm radar identification and MSAW check in progress with the air traffic controller. Perform all checks in Normal/ Normal transponder setting on an MSAW uninhibited beacon code.	
<b>Others:</b>	<ul style="list-style-type: none"> <li>➤ <b><i>It is recommended for FIS provider to submit their MSAW test procedure for the flight inspection of MSSR with the bid submission proposal.</i></b></li> <li>➤ <b><i>CAAN &amp; MSSR Manufacturer (NEC,Japan) engineers will assist during the commissioning Flight Check at ground.</i></b></li> </ul>	

**LIST OF PROMINENT STAFF****(Flight Inspection Related Service Only)**

<b>S.N.</b>	<b>Details</b>		
1	Name of the firm:		
2	Full Address:		
3	Establishment Date:		
4	Government Registration No:		
5	Total Number of Employees:		
6	List of permanent aviation related professional staffs: (Use additional sheets if required)		
7	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>

**FORMAT FOR THE CV OF PROPOSED STAFF**

(who will be directly involved in the execution of the proposed flight inspection).

<b>S.N.</b>	<b>Details</b>		
1	Name:		
2	Date of Birth:		
3	Nationality		
4	Education: Name of the University and the years in which different qualification/degrees were obtained		
5	Training		
6	Language and Degree of Proficiency		
7	Membership of Professional Societies		
8	Countries of Work Experience(similar)		
9	Employment Record		
	<b>From</b>		<b>To</b>
	Employer		
	Position Held		
	Major Responsibilities		
10	Certification: I, the undersigned , certify that , to the best of my knowledge and belief , this CV describes myself , my qualification and my experience. I understand that any willful mis-statement described herein may lead to my permanent disqualification from performing flight inspection and associated activities in Nepal.		
11	Signature		
12	Date		

**FLIGHT INSPECTION/CALIBRATION RELATED SERVICES CARRIED OUT**

(During last five years)

The above information shall be provided in the format indicated below for each reference service for which the bidder, either an individual or in a consortium of companies, was legally contracted by the Employer. Please use one form for each project work or assignments'. Only flight inspection related jobs need to be mentioned:

Name of the Employer :	Project's Name :
Location & Country :	Number of Man-Days :
Start Date :	Completion Date :
Approximate Value of the contract :	
Name of associated Firm(s), if any :	
Detail Description of service provided by the company : (Please use additional sheets, if required)	



## **REPORT**

The flight inspection report shall clearly and accurately document the measured performance of navigational and visual aids inspected. The bidder shall provide the detail analytical/comparative report of all the surveillance/navigational system as per the discussion that will be held in briefing/de-briefing in close co-ordination with CAAN staff. All flight inspection results shall be documented to a report format providing at least the information:

- a) Station name and facility designation.
- b) Category of operation.
- c) Date of inspection.
- d) Serial number of report.
- e) Type of inspection.
- f) Aircraft registration.
- g) Manufacturer and type of system being inspected.
- h) Wind conditions.
- i) Details of extra flights made necessary by system adjustments.
- j) An assessment by the aircraft captain of the navigational aids' performance.
- k) Comments by the navigation aid inspector/equipment operator.
- l) Details of any immediately notifiable deficiencies.
- m) Statement of conformance/non-conformance.
- n) Inspector's signature.
- o) Pilot's signature.
- p) Signature of the individual who is legally responsible (if different from (o) or (n)).
- q) Records and graphs in the report shall be produced in a manner which ensures that system parameters may accurately be deduced from them. They shall include as a minimum:
  - i) If recordings or graphs are used to derive figures for the inspection report, the scales shall be commensurate with the permitted measurement uncertainty limits. If the recordings or graphs are only used to show that results are within designated tolerances, they may be presented on a reduced scale.
  - ii) The data from which these recordings and graphs are made shall be stored with sufficient accuracy that expanded scale plots can be provided on demand.

In addition, the report shall include an executive summary of all the calibrated system with necessary recommendation for corrective action to be taken by CAAN.

# **Section VI**

## **General Conditions of Contract (GCC)**

## Section VI. General Conditions of Contract

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the SCC**.

The GCC are a Contract document and, therefore, are a part of the Contract.

<b>1. Definitions</b>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"><li>(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li><li>a) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.</li><li>b) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</li><li>c) "Day" means calendar day.</li><li>d) "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.</li><li>e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</li><li>f) "GCC" means the General Conditions of Contract.</li><li>g) "GoN" means the Government of Nepal.</li><li>h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</li><li>i) "Purchaser's Country" is the country of Nepal.</li><li>j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.</li><li>k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.</li><li>l) "SCC" means the Special Conditions of Contract.</li><li>m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</li><li>n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the</li></ul>
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	<p>Agreement, and includes the legal successors or permitted assigns of the Supplier.</p> <p>o) "The Site," where applicable, means the place named in the SCC.</p>
<p><b>2. Contract Documents</b></p>	<p>2.1 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.</p>
<p><b>3. Fraud and Corruption</b></p>	<p>3.1 Public procurement act, 2063 requires that public Entities, Bidders, Suppliers, Contractors and consultant under Public contract to serve the highest standard of ethics during the procurement and execution of such contract.</p> <p>3.2 If the Purchaser determines at any time that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 15 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.</p> <p><b>(a) For the purposes of this provision, the terms set forth below as follows:</b></p> <ul style="list-style-type: none"> <li>(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and</li> <li>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</li> <li>(iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non competitive levels; and;</li> <li>(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</li> <li>(v) "obstructive practice" means <ul style="list-style-type: none"> <li>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</li> <li>(bb) acts intended to materially impede the exercise of the GoN/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.</li> </ul> </li> </ul>

	<p>3.3 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may <b>blacklist</b> a Bidder/Supplier for its conduct for a period of one (1) to three (3) years including on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> <li>(a) if it is established that the Supplier has committed acts specified in ITB 3.2,</li> <li>(b) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.</li> </ul> <p>3.4 Incase of DP funded bid, DP:</p> <ul style="list-style-type: none"> <li>(a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;</li> <li>(b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and</li> <li>(c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.</li> </ul>
<p><b>4. Interpretation</b></p>	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Incoterms</p> <ul style="list-style-type: none"> <li>(a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</li> <li>(b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.</li> </ul> <p>4.3 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>4.4 Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>

	<p>4.5 Non-waiver</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
	<p>4.6 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<p>5. <b>Language</b></p>	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p>
	<p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<p>6. <b>Joint Venture, Consortium or Association</b></p>	<p>6.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
<p>7. <b>Notices</b></p>	<p>7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.</p>
	<p>7.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.</p>
<p>8. <b>Governing Law</b></p>	<p>8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Nepal, unless otherwise specified in the SCC.</p>
<p>9. <b>Settlement of Disputes</b></p>	<p>9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>

	9.2 If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms <b>specified in the SCC.</b>
10. <b>Scope of Supply</b>	10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as <b>specified in Section V, Schedule of Supply.</b>
	10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
11. <b>Delivery</b>	11.1 Subject to GCC Sub-Clause <b>32.1</b> , the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier <b>are specified in the SCC.</b>
12. <b>Supplier's Responsibilities</b>	12.1 The Supplier shall supply/deliver all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause <b>10</b> , and the Delivery and Completion Schedule, as per GCC Clause <b>11.</b>
13. <b>Purchaser's Responsibilities</b>	13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities of Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause <b>13.1.</b>
14. <b>Contract Price</b>	14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
	14.2 Prices charged by the Supplier for the Goods delivered and the Related 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 authorized in the SCC.
15. <b>Terms of Payment</b>	15.1 The Contract Price shall be paid as specified in the SCC.
	15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.
	15.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
	15.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as specified in the SCC.
	15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.3, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay

	until due payment has been made.
<b>16. Taxes and Duties</b>	16.1 For goods supplied from outside Nepal, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal. However, Tax deduction at source shall be applied as per taxation laws of Nepal.
	16.2 For goods supplied from within the Nepal, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Tax deduction at source shall be applied as per taxation law of Nepal.
	16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Nepal, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
<b>17. Performance Security</b>	17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
	17.2 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.
	17.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
	17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
<b>18. Copy right</b>	18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
<b>19. Confidential Information</b>	19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.



	<p>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>(a) the Purchaser or Supplier need to share with the Donor or other institutions participating in the financing of the Contract;</li> <li>(b) now or hereafter enters the public domain through no fault of that party;</li> <li>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul> <p>19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p>
<p><b>20. Sub-contracting</b></p>	<p>20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>20.2 Subcontracts shall comply with the provisions of GCC Clauses <b>3</b>.</p>
<p><b>21. Specifications and Standards</b></p>	<p>21.1 Technical Specifications and Drawings</p> <ul style="list-style-type: none"> <li>(a) The Supplier shall ensure that the Related Services comply with the technical specifications and other provisions of the Contract.</li> <li>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</li> <li>(c) The Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.</li> </ul> <p>21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.</p>
<p><b>22. Packing and Documents</b></p>	<p>22.1 (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. - <b>N/A</b></p>

	22.2 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 the SCC, and in any other instructions ordered by the Purchaser.
23. Insurance	23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
24. Transportation	24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Supply.
25. Inspections and Tests	25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Related Services as are specified in Sections V, Schedule of Supply.
	25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods/Services, or in another place in Nepal as <b>specified in the SCC</b> . Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause <b>25.2</b> , provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
	25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
	25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

	<p>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause <b>25.4</b>.</p>
	<p>25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause <b>25.6</b>, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<p><b>26. Liquidated Damages</b></p>	<p>26.1 Except as provided under GCC Clause <b>31</b>, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause <b>34</b>.</p>
<p><b>27. Warranty</b></p>	<p>27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p>
	<p>27.2 Subject to GCC Sub-Clause <b>21.1</b>, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p>
	<p>27.3 Unless otherwise specified in the SCC, the 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 SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.</p>
	<p>27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p>
	<p>27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p>
	<p>27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary,</p>

	<p>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.</p>
<b>28. Patent Indemnity</b>	<p>28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>
	<p>28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>
	<p>28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p>
	<p>28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p>
	<p>28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>

<p><b>29. Limitation of Liability</b></p>	<p>29.1 Except in cases of gross negligence or willful misconduct :</p> <p>(a) neither party shall be liable to the other party 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</p> <p>(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, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p>
<p><b>30. Change in Laws and Regulations</b></p>	<p>30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw 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 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 14.</p>
<p><b>31. Force Majeure</b></p>	<p>31.1 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.</p> <p>31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>31.3 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.</p>
<p><b>32. Change Orders and Contract Amendments</b></p>	<p>32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p>

	<p>(b) the method of shipment or packing;  (c) the place of delivery; and  (d) the Related Services to be provided by the Supplier.</p>
	<p>32.2 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 in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract 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.</p>
<p><b>33. Extensions of Time</b></p>	<p>33.1 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 11, the Supplier shall promptly and at least seven (7) days before the expiry of procurement contract, 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 ratified by the parties by amendment of the Contract.</p> <p>Except in case of Force Majeure, as provided under GCC Clause <b>31</b>, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause <b>26</b>, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause <b>33.1</b></p>
<p><b>34. Termination</b></p>	<p>34.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;</p> <p>(ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.</p> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate,</p>

<p><b>35. Assignment</b></p>	<p>Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>34.2 Termination for Insolvency.</p> <p>(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p> <p>34.3 Termination for Convenience.</p> <p>(a) The Purchaser, by 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.</p> <p>(b) 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:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p> <p>35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>
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**Section VII**  
**Special Conditions of Contract (SCC)**



## **Section VII. Special Conditions of Contract**

The Special Conditions of Contract (SCC) contain provisions that the GCC require be specified for a particular bidding process. The Purchaser should include at the time of issuing the Bidding Document, all information or specifications that the GCC indicate shall be provided in the SCC. No SCC Clause should be left blank.

To facilitate the preparation of the SCC, its clauses are numbered with same numbers as the corresponding GCC clauses. This Guide helps the Purchaser to input all information required. It includes a SCC format that summarizes all information to be provided.

The SCC are a Contract document and, therefore, are a part of the Contract.

## Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(j)</b>	The Purchaser is: Civil Aviation Authority of Nepal (CAAN)
<b>GCC 1.1(k)</b>	Related services means the job to perform the “ <b>Commissioning Flight Inspection of MSSR.</b> ”as described in Technical Specification (Section V).
<b>GCC 1.1 (p)</b>	The Site is: TIA including domestic airports(as specified in Appendix I-II)
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <u>2010</u>
<b>GCC 5.1</b>	The language shall be: <u>English</u>
<b>GCC 6.1</b>	The individuals or firms in a joint venture, consortium or association shall jointly and severally liable.
<b>GCC 7.1</b>	For <b>notices</b> , the Purchaser’s address shall be: Name of the Purchaser: CNS P&D Department, CAAN Address: Babarmahal, Kathmandu Country: Nepal Telephone: 977-1-4 265243,4 256774, 4249379 Facsimile Number: 977-1-4 262516 Electronic Mail Address: cnsdepartment@caanepal.org.np
<b>GCC 8.1</b>	The governing law shall be the law of: <i>Nepal</i>
<b>GCC 9.2</b>	The formal mechanism for the resolution of disputes shall be: 1. The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 2. If, after thirty days from the commencement of such informal negotiations, the Employer and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. 3. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration in accordance with the provision of the UNCITRAL Arbitration Rules. The venue of the settlement of disputes shall be in Kathmandu, Nepal.

<b>GCC 10.1</b>	<p>The Scope of Supply shall be defined in: <b>Section V, Schedule of Price</b></p> <p>The bidder shall provide the service in the month of September-October, 2016 (tentatively).</p>
<b>GCC 11.1</b>	<p><b>1. <u>Delivery/ Installation &amp; Test</u></b></p> <p>a. CAAN requires delivery of all the Services within a period of 30 days (within September) from the signing the contract or as informed by the purchaser.</p> <p>b. Interfaces, equipment and accessories not specified in the Bid Document but found to be essential for full completion of the services shall be the full responsibility of the successful Bidder/ Contractor. The quoted prices shall be inclusive of all such costs.</p>
<b>GCC 12.1</b>	<p>a. The contractor should apply for Charter Flight Permission to over-fly and land at Kathmandu. The detailed information for Charter Flight Permission requirement are found in CAAN AIP or can be downloaded from CAAN's website: <a href="http://www.caanepal.org.np">www.caanepal.org.np</a></p> <p>b. The contractor shall arrange adequate ground transport for the Flight Inspection Crew and equipment to and from the aircraft parking position, ground setup position etc. at different airports where facilities have to be inspected.</p> <p>c. CAAN shall assist with any requirements for Flight Inspection aircraft on the ground (such as arranging for refueling)</p> <p>d. All Landing and Parking charges payable in relation to the operation of Flight Inspection in Nepalese airspace is the responsibility of CAAN.</p> <p>e. CAAN shall depute its own maintenance and support personnel for the ground facilities calibration/adjustment during the Flight Inspection.</p> <p>f. CAAN shall provide charts, maps and geographical coordinates of the facilities and area to be flown.</p> <p>g. Upon the arrival of Flight Calibration Team, a briefing program shall be arranged by CAAN.</p> <p>h. Mobilization of FIS aircraft and personnel during Flight Inspection shall be carried out by the contractor in accordance with the instruction of CNS P &amp; D Department.</p>
<b>GCC 13.1</b>	<p>Whenever the supply of Related Flight Inspection Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities of Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.</p>

<b>GCC 15.1</b>	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <ol style="list-style-type: none"> <li>1. The payment shall be made through an irrevocable confirmed letter of credit opened in favour of the Supplier.</li> <li>2. Payment for Flight Inspection Services: For the payment, the Employer shall open letter of credit within 45 days from the date of signature of the contract in favour of the Supplier at the bank nominated in this bid for the Total Contract Price for the performed Services.</li> </ol> <p>The Employer shall make 40% payment of the contract price after the submission of interim report and remaining 60% to the Contractor after the approval of final report by CAAN (submitted by contractor).</p> <p>The payments for any additional hours incurred than the specified duration (15 hrs. as 1 lot) shall be made as per SOP (Sec IV).</p>
<b>GCC 15.4</b>	<b>The currencies for payments shall be:</b> <i>Acceptable to Central Bank of Nepal.</i>
<b>GCC 16.3</b>	Any taxes including TDS (Tax Deductible at Source, 15%) as per existing laws in Nepal, shall be borne by the bidder.
<b>GCC 17.1</b>	The Supplier shall provide a Performance Security of five (5) percent of the Contract Price.
<b>GCC 17.3</b>	<p>The types of acceptable Performance Securities are:</p> <p>A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by a "A" class commercial Bank in Nepal.</p>
<b>GCC 23.1</b>	<ol style="list-style-type: none"> <li>1. The bidder shall be solely responsible for the insurance of crew members as well as the CAAN's manpower who needs to fly (if required) during the Flight Inspection Period.</li> <li>2. The bidder shall submit the certificate of Insurance aircraft covering third party liability of not less than <b>US\$ 60 million</b>.</li> </ol>
<b>GCC 25.2</b>	<ol style="list-style-type: none"> <li>1 CNS P&amp;D Department or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Technical Specifications.</li> <li>2 The Contractor shall be responsible for ensuring that the imported Services furnished under the contract comply with the provision of the contract and they are not in any way defective because of material or workmanship. Should any such non-compliance with specification or defect be noted during inspection of the Services the Contractor will correct or cause to be corrected such deviations from the contract requirements.</li> </ol>
<b>GCC 26.1</b>	The applicable rate of liquidated damages shall be: 0.05 percent of the Contract Price per day. The maximum amount of liquidated damages shall be: <i>ten (10) percent of the Contract Price.</i>
<b>GCC 33.1</b>	Due to unforeseeable circumstances beyond the control of CAAN or Bidder, should it be necessary to extend the project completion time, it can be extended to a reasonable period of time with mutual consent of contracting parties.

# **Section VIII**

## **Contract Forms**

# Letter of Intent

CIVIL AVIATION AUTHORITY OF NEPAL

CNS PLANNING AND DEVELOPMENT DEPARTMENT

*Date.....*

To: .....

Subject: *Issuance of letter of intent to award the contract.*

This is to notify you that, it is our intention to award the contract..... [insert date]for execution of the *Contract no. ICB-02/CNS/2016 "Commissioning Flight Inspection of MSSR in Nepal"* to you as your bid price . ..... as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

cc:

# Letter of Acceptance

CIVIL AVIATION AUTHORITY OF NEPAL

CNS PLANNING & DEVELOPMENT DEPARTMENT

Date.....

To: . . . . .

Subject: **Notification of Award**

This is to notify that your Bid dated . . . . .for execution of the *Contract no. ICB-02/CNS/2016 "Commissioning Flight Inspection of MSSR in Nepal"* for the Contract price of....., as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: .....

**Name and Title of Signatory:**

## **CONTRACT FORM (SAMPLE)**

THIS CONTRACT made on the ..... between **Civil Aviation Authority of Nepal, CNS Planning & Development Department** (hereinafter "The Purchaser") on the one Package And M/S ..... (Name of Supplier) (City and Country of Supplier) (hereinafter "the Supplier") on the other part.

WHEREAS the Purchaser is desirous that certain Goods and Services be provided by the Supplier, viz., **"Commissioning Flight Inspection of MSSR in Nepal"** (hereinafter "the goods/works and services") and has accepted a Bid by the supplier for the provision of those Goods/works and services in the sum of ..... (hereinafter "the Contract Price")

### **NOW THIS CONTRACT WITNESS AS FOLLOWS:**

1. The Contract shall consist of this contract Form and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Contract Documents"), all of which by this reference are incorporated herein and made part hereof:
  - (a) Special Conditions of Contract
  - (b) General Conditions of Contract
  - (c) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (d) The Supplier's Bid and original Price Schedules
  - (e) The Purchaser's Notification of Award
  - (f) *[Add here any other document(s)]*

This Contract sets forth the entire Contract and agreement between the parties pertaining to the supply of the goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods.

This Contract shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.

2. 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 to remedy defects therein in conformity in all respects with the provisions of the contract.
3. The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the goods 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.

4. Any notice under this Contract shall be in the form of letter, telex or cable. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:
5. The Supplier hereby indemnifies the project for any claims infringement of patents, copyright, trademarks of the like.
6. The Supplier hereby indemnifies the project for any claims resulting from any incident or accident occurring during the execution of the project.
7. The Supplier assumes complete responsibility for ensuring compliance with the technical specifications for the quality of goods and services supplied, whether sourced locally or otherwise.

**CNS Planning & Development Department**

Babarmahal, Kathmandu, Nepal.

Ph. No. 4 249379, 4 265243 Fax No. 4 262516

and notice to the Supplier shall be properly addressed [Supplier's address, telex number, and cable address]

**M/S**

Nepal.

Phone No. :

A notice shall be effective when delivered or on the notice's effective date, whichever is later. IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

\_\_\_\_\_  
SUPPLIER

\_\_\_\_\_  
CNS Planning & Development  
Department

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\*\*\*\* End of Contract Form \*\*\*\*

## Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

**[insert complete name and number of Contract]**

To: **[insert complete name of Purchaser]**

WHEREAS **[insert complete name of Supplier]** (hereinafter "the Supplier") has received the notification of award for the execution of **[insert identification number and name of contract]** (hereinafter "the Contract"). ] (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned notification of award that the Supplier shall furnish you with a security **[insert type of security]** issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert complete address of Guarantor]**, (hereinafter the "Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[insert currency or currencies and amount of guarantee in words and figures]** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of **[insert currency and amount of guarantee in words and figures]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the **[insert day, month, year]**.

Name: **[insert complete name of person signing the Security]**

In the capacity of: **[insert legal capacity of person signing the Security]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: **[insert date of signing]**