

Rs. 300/- (Three Hundred)
UCIL Receipt No. :
Date:
Signature:..

BIDDING DOCUMENT

FOR

ASHOK LEYLAND GENUINE SPARE PARTS



SEALED QUOTATION NOTICE No. 53-1/069/070

UDAYAPUR CEMENT INDUSTRIES LIMITED

HEAD OFFICE

JALJALE, UDAYAPUR, NEPAL.

PHONE : 00977-35-420275, 420281, 420286

FAX : 00977-35-420285 Email : uci01@ntc.net.np

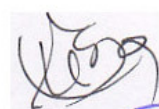
or

Contact Point: Lainchaur Kathmandu Phone No : 01-4005105 /4005106



TABLE OF CONTENT

<u>SECTION. NO.</u>	<u>DESCRIPTION</u>	<u>NO.OF PAGE(S)</u>
I	BID INVITATION NOTICE	1
II	INSTRUCTIONS TO BIDDERS	1 - 12
III	BID FORM AND PRICE SCHEDULE	1 - 4
IV	CONTRACT FORM	1-3
V	SPECIFICATION	
VI	SAMPLE FORMS & LIST OF BANK ACCOUNTS	
	Bid Security Form	VI-1
	Letter of Intent Form	VI-2
	Performance Security Form	VI-3
	List of Bank Accounts	VI-4
VII	Steps to be Followed for e- Bid.....	VII-1




I. BID INVITATION NOTICE



SECTION - I**BID INVITATION NOTICE FOR THE SUPPLY, DELIVERY OF ASHOKE LEYLAND GENUINE SPARE PARTS UNDER SEALED QUOTATION NO. : 53-1 /069-70**

(First Publication Date : /2013 – 2070. . .)

1. Wax sealed bids are invited from the Manufacturer Company or their authorized dealer/agent or reputed supplier for the supply and delivery of **Ashoke Leyland Bus Spare Parts** at Plant site Jaljale, Udayapur Nepal.
2. The bidders must submit the catalogue, leaflets, the authentic / relevant document showing the sources of supply of the proposed items, relevant technical data & other information, if any, of the proposed items along with the bidding documents.
3. Bidding documents can be purchased upon written request accompanied by renewed certificate of firm registration & VAT/PAN certificate in case of Nepalese bidders and firm registration and export certificate in case of non Nepalese bidder on payment of non-refundable cash as specified below from Head Office, Jaljale, Udayapur and Contact Point Lainchaur KTM). The bidding documents must be submitted to the UCIL, Head Office, Jaljale, Udayapur.
4. Bid offer along with bid bond amounting to 2.5% for the Nepalese suppliers and 5% for Non-Nepalese suppliers of the total prices quoted shall be in the form of bank guarantee issued by any A class Nepalese commercial bank or bank voucher evidencing of the bid bond amount being deposited in the bank account of UCIL as specified in the bidding document. Bids must reach within stipulated date and time. Received Bids will be publicly opened at UCIL, Head Office, Jaljale, Udayapur in the presence or even in the absence of attending bidders or their authorized representative. If the bids selling, submission and opening day (to be counted from the first publication date of this notice) falls on non-working day of UCIL, the same will be done respectively on the next working day at the same time and place.
5. The price validity should be valid for 60 (Sixty) days and bid bond validity should be valid for 90 (Ninty) days from the bids last submission date.
6. Bidder non - compliance with the requirements of the bid documents and conditional offer other than mentioned in the Sealed Quotation document may lead to rejection of the bid.
7. UCIL reserves the right to accept or reject, partly or wholly, any or all bids without assigning any reason whatsoever.

Bid No. :	Description	Last Selling Date	Last Submission Date	Opening Date	Cost of Bidding Document
53-1/069-70	1) Camshaft bushing kit, P0915451 - 1 Set 2) Liner, Cylinder F3434922 -6 Pcs 3) Bushing Valve guide F0531422 - 12 Pc 4) Conecting rod bearing set P0914351 0.25 - 1 Set 5) Conecting rod bearing set P0914451 0.50 - 1 Set 6) Ring set, piston P3108751 - 1 Set 7) Piston set P3108151 - 1 Set 8) Bushing Connrod, 0502130 - 6 Set 9) Main bearing set 0.25 P0914851	15 th day 13:00 Hrs.	15 th day 14:00 Hrs.	15 th day 15:00 Hrs.	NRS. 300/-



	10) Main bearing set 0.50 P0914951	- 1 Set				
		- 1 Set				
	11) Composit valve kit P3108351	-1 Set				
	12) Overhaul Gasket kit P2603517	-1 Set				



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I-1



II. INSTRUCTIONS TO BIDDERS



SECTION – II
INSTRUCTION TO BIDDERS
TABLE OF CONTENTS

A. Introduction

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

B. Bidding Documents

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

C. Preparation of Bids

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

D. Submission of Bids.

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

E. Bid Opening and Evaluation

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

F. Award of Contract

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



SECTION – II **INSTRUCTION TO BIDDERS**

A. INTRODUCTION

1. Scope of Bid

- 1.1 Udayapur Cement Industries Ltd. (herein after called UCIL or purchaser) invites Bids for the Supply and Delivery of **Ashok Leyland Genuine Spare Parts** as mentioned specifications in section V.
- 1.2 All Bids are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders within the deadline of bid submission. However, bidders wishing to submit their bids electronically through website <http://www.ucil.org.np> may purchase the hard copy or may choose to download the bidding documents, prepare their bids and submit their electronic bids as specified in the instructions to bidders. Bidders are also advised to follow E-procurement information of the same website <http://www.ucil.org.np>. In case the Bidder choose to download and submit bid electronically, the Bidders shall be required to deposit the non refundable fee for bidding document in the bank account of UCIL as specified in the bidding documents and electronic scanned copy(*.PDF format) of the bank deposit voucher shall also be submitted along with the electronic bid files. Bidders who have submitted their bids electronically should submit original bid documents within 3(three) days from the date of bid opening .

2. Eligible Bidders

- 2.1 This invitation for Bids is open to all eligible suppliers who submit copy of following documents .
- (i) firm registration certificate.
 - (ii) VAT & PAN registration certificate.
 - (iii) Tax clearance certificate .
 - (iv) A written declaration stating that the bidder is not ineligible to participate in the bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or business related offence.
 - (v) Joint venture authorization/ Contract (if any)
 - (vi) Power of Attorney.
 - (vii) Authorization letter of mines owner, lessee or authorization letter from sourcing company stating source of supply and country of origin.(ii and iii of above will not be applicable to Non-Nepalese bidders).

3. COST OF BIDDING

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

4. One Bid per Bidder:

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



5. **Bids submitted by a Joint Venture**

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

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

B. THE BIDDING DOCUMENTS

6. **BIDDING DOCUMENTS.**

6.1 The Bidding Documents include:

- Section -I ,Bid Invitation Notice
- Section -II Instructions to Bidders.
- Section -III Bid Form and Price Schedule
- Section -IV Contract Form
- Section -V Specification
- Section -VI Sample Forms & List of Bank Accounts
- Bid Security Form VI-1
- Letter of Intent Form VI-2
- Performance Security VI-3
- List of Bank Account VI-4

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

7. **Clarification of Bidding Documents:**

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

8. **Amendment of Bidding Documents:**

1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, shall amend or modify the Bidding Documents by issuing the addenda.
2. The amendment shall be part of the Bidding Documents, pursuant to Sub-Clause 6.1, will be notified in writing or by fax to all prospective Bidders who have purchased the Bidding Documents.
3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids in accordance with Clause 21.



C. PREPARATION OF BIDS

9. LANGUAGE OF BID.

The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged by the bidder and the purchaser shall be written in Nepali or English.

10. DOCUMENTS COMPRISING THE BID

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

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

11. BID FORM

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

12. BID PRICES AND CURRENCIES

12.1 The Bidders shall complete the appropriate price schedule included herein, stating the unit prices and total bid prices of the **Ashok Leyland Genuine Spare Parts** to be supplied under the contract. The bid prices shall be quoted in the following manner;

- a) Foreign bidders except from India shall quote the price in any convertible currency or in US\$ and Indian bidder must quote the price in Indian Rupees on the basis of CIF plant site, Udayapur Nepal inclusive of all taxes and duties leviable inside and outside Nepal and unloading charges at the place of final delivery except custom duty, VAT etc to be paid in custom office of Nepal.
- b) Indian bidders should also note that Sales tax will not be charged for the **Ashok Leyland Genuine Spare parts** exporting to Nepal as the custom clearance certificate can be sent after entry of **Ashok Leyland Genuine Spare Parts** into Nepal. Indian bidders shall also submit excise invoice for Nepal if the **Ashok Leyland Genuine Spare Parts** is excisable and if it is refundable to the government of Nepal as per the trade and transit treaty between Nepal and India.
- c) Nepalese Bidders should quote the price on the basis of CIF plant site, Udayapur, Nepal in Nepalese currency inclusive of all taxes and duties and unloading charges at the place of final delivery Excluding VAT.

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

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

12.4 Though the price quoted by the foreign bidder shall be except custom duty, VAT etc to be paid in the custom office of Nepal as mentioned in clause No.12.1 (a), it will be the responsibility of the bidder to pay these taxes and duties at Nepalese custom office while entering the Material into Nepal, which will be reimbursed to the supplier by the purchaser after receipt and acceptance at plant site of the purchaser up to the amount paid by the supplier as per rule of government of Nepal for the quantity accepted. The documents of the custom office like custom declaration form/ Pragyapan Patra, money receipt etc shall be in the name of purchaser as a importer. These documents should be presented to the purchaser for reimbursement within one month from the date of payment made to the custom office.

II-4



13 **Currency of Bid** : Prices shall be quoted in the currency as specified in clause No. 12.

14. **Local Agent:**

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

- (a) Name and address of the Agent/Representative,
- (b) The Agent/Representative providing type of services,
- (c) Amount of commission if the Agent/ Representative is entitled to get such payment and if he/she participate in the procedure of payment,
- (d) Other agreement with Agent/Representative, if any,
- (e) Bidder should certify in the Letter of Authorization as follows:
"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief"

If the agent has not been appointed:

- (a) Source of information about Sealed Quotation,
- (b) The remuneration given to the individual or firm/company or organization to work on his behalf for submitting Sealed Quotation, representation in the bid opening and other required action in connection with the Sealed Quotation,
- (c) Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the Sealed Quotation,
- (d) If the bank account of any Nepali citizen has been used for the exchange of foreign currency furnish copy of certificate of currency exchange.

14.2 If a foreign Bidder in his Bid, has not provided the information mentioned in Sub Clause 14.1 or has submitted his bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to black list such bidder.

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

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

16. **Documents Establishing the Bidder :**

16.1 The documentary evidence of the Bidder's qualification to perform the contract, if Bid is accepted, shall establish to the purchaser's satisfaction.

- a) that, in case of the bidder offering to supply **Ashok Leyland Genuine Spare Parts** under the contract which the bidder do not produce, the bidder has been duly authorized by the producer or sourcing company to supply **Ashok Leyland Genuine Spare Parts** or any other documents given by the producer or sourcing company which will assure that the bidder can supply the **Ashok Leyland Genuine Spare Parts** under the contract.

16.2 if the Contract agreement was terminated by UCIL within a period of last 18 months due to default of the bidder , the bid proposal of such bidder will be disqualified.

17. **Bid Security :**

17.1 Pursuant to clause 10, the bidder shall furnish, as part of its Bid, bid security in the amount of not less than **2.5% of bid Value for Nepalese Bidder and 5% for Non Nepalese Bidders**.The bid security should remain valid for 120 days from the date of opening of the bids.



- 17.2 The bid security shall be in one of the following forms;
- Bank guarantee issued or counter guaranteed by any "A" class commercial bank of Nepal in the form provided in Sample form VI-1 .
 - Cash deposited in the bank account of purchaser as shown in List of Bank Accounts VI-4.
- 17.3 Any Bid not secured in accordance with clauses 17.1 and 17.2 above will be rejected by the purchaser as non-responsive.
- 17.4 An unsuccessful bidder's bid security will be discharged/ returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to clause 18.
- 17.5 The successful bidder's bid security will be discharged/ returned upon the bidder's executing the contract, pursuant to clause 36 and furnishing the performance security, pursuant to clause 37.
- 17.6 The bid security may be forfeited:
- If a bidder withdraws its Bid and / or does not accept the correction of errors pursuant to sub clause 26.2
 - In the case of a successful bidder fails :-
 - to accept the notification of award.
 - to furnish the performance security in accordance with clause 37.
 - to sign the contract in accordance with clause 36;

18. Period of Validity of Bids :

- 18.1 Bids shall remain valid for **90 (Ninty)** days from the date of opening of Bids as prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 18.2 In exceptional circumstances, the Purchaser may solicit Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing (or by cable). If the Bidder agrees to the extension request, the validity of the Bid security provided under Clause 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

19. Format and Signing of Bid :

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

II-6



D. Submission of Bids

20. Sealing and Marking of Bids :

20.1 The Bidder shall seal the Bid in an envelope.

20.2 The envelope shall:

- a. be addressed to the Purchaser at the given address.
- b. bear the words " Bidding document for **Ashok Leyland Genuine Spare Parts**" Sealed Quotation No. **53-1 /069/070** and a statement: "DO NOT OPEN BEFORE... ..(Date and time)")"

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

20.4 If the envelope is not sealed and marked as required by Clauses 20.1 and 20.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

21. Deadline for Submission of Bids :

21.1 The Bid must be received by the Purchaser no later than the time and date specified in the Bid Invitation Notice.

21.2 The Purchaser may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21.3 A bidder who wishes to submit the bid electronically shall visit the website mentioned in the bid invitation notice and upload the bid as instructed in the notice. Bidders who have submitted their bids electronically should submit original bid documents within 3(three) days from the date of bid opening.

22. Late Bids :

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

23. Modification, and Withdrawal of Bids :

23.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or substitution or withdrawal is received by the Purchaser prior to the deadline for submission of Bids prescribed in Clause 21.

23.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, and marked and dispatched in accordance with the provisions of Clause 20 and 23.1. with envelope duly marked as "WITHDRAWAL" or "MODIFICATION." as appropriate.

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

23.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to the Sub - Clause 17.6.

23.5 Bidders may only offer discounts or otherwise modify the prices of their bids by submitting Bid Modifications in accordance with Clause 23.



E. Bid Opening and Evaluation :

24. Bid Opening :

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

25. Clarification of Bids :

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

26. Examination of Bids and Determination of Responsiveness :

- 26.1 Prior to detail evaluation Bids, the Purchaser will determine whether each bid
- meets the eligibility criteria defined in Clause 2; and qualification criteria defined in clause 16.
 - has been properly signed;
 - is accompanied by required securities;
 - The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether is substantial responsive to the requirements of the Bidding documents.



26.2 Arithmetical errors will be rectified on the following basis.

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

26.3 Prior to the detailed evaluation, pursuant to Clause 28, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. A material deviation or reservation is one:

- a. which effects in any substantial way the scope, quality, or performance of the Contract;
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Purchaser's right or the Bidder's obligations under the Contract; or
- c. whose rectification would effect unfairly the competitive position of the other Bidders presenting substantially responsive bids.

26.4 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.5 A Bid determined as not substantially responsive will be rejected by the Purchaser and not subsequently be made responsive by the Bidder by correction or withdrawal of non-confirming, deviation or reservations.

27. Process to be confidential :

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

28. Evaluation and Comparison of Bids :

28.1 The Purchaser will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to Clause 26.

28.2 The Purchaser's evaluation of a Bid will be in the base of Bid Price as specified in the Price Schedule. The price quoted in foreign currency will be converted in Nepalese Rupees on the basis of exchange rate (Selling rate) of bid opening day published by Central bank of Nepal

28.3 Custom duty VAT etc as per prevailing rules payable at the Nepalese custom office will be added in the bid price of foreign bidders.

28.4 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the purchaser will not be taken into account in Bid evaluation.

28.5 The Purchaser's evaluation of a Bid may take into account, in addition to the Bid price quoted in accordance with Clause 12, and one or more of the following factors.



- a. delivery schedule offered in the Bid;
 - b. deviations in payment schedule as prescribed in bid document.
 - c. other specific criteria indicated in the Bidding document and/ or in technical specification.
- 28.6 Comparison of Bids will be between the main Bids only unless alternative bids are to be considered in the event that the alternative Bid, if any, of the bidder whose main Bid is the lowest evaluated is considered more advantageous than its main Bid.

29. Contacting the Purchaser

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

30. Site Visit

The bidder should visit the plant site of purchaser at his own cost and obtain necessary information about the wages of unloading labour prior to submit the bid offer.

F. Award of Contract

31. Post Qualification :

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

32. Award of Contract :

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

33. Purchaser's Right to Vary Quantities

Not Applicable.

34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

35. Letter Of Intent :

- 35.1 UCIL shall communicate letter of Intent to the successful bidder to furnish the performance security and sign the contact within **10 (Ten)** days.



36. Signing of Contract :

36.1 Within ten (10) days from the receipt of letter informing the submission of performance guarantee, the successful Bidder shall submit performance security as per clause 37 and sign the contract.

37. Performance Security :

37.1 Within ten (10) days from the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to **5% (five) percent** of the contract amount in the form provided in Section VI or another form acceptable to the purchaser.

37.2 Failure of the successful Bidder to comply with the requirement of Sub - Clause 36 or Clause 37.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

38. Corrupt or Fraudulent Practices :

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

a. defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible for a stated period of time.

39. Conduct of Bidders :

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

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

a. give or propose improper inducement directly or indirectly,

b. distortion or misrepresentation of facts,



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

40. **Blacklisting Bidders :**

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

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

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



III. BID FORM AND PRICE SCHEDULE



Section III
Bid Form and Price Schedule

Date:

To,
Udayapur Cement Industries Ltd.
G.P.O.Box No. 2039,
Udayapur Nepal

Dear Sirs,

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

We undertake, if our Bid is accepted, to deliver the Material in accordance with the delivery period or schedule specified in the price Schedule.

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

We agree to abide by this Bid for a period of **60(Sixty)** days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

(if none, state "none")

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

As per your requirement, we have attached herewith the bid security in the form of bank guarantee/draft/cash deposit voucher for (Amount) valid for **90 days** from the date of opening of bids.

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

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

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

[Name] _____

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of :

III - 1



Section III
Price Schedule

(Applicable for quoting the prices in foreign currency)

S.N	Description	Qty	Unit Rate		Amount
			In figure	In words	
1.	Camshaft bushing kit P0915451	1 Set			
2	Liner, Cylinder F3434922	6 Pcs			
3	Bushing valve guide F0531422	12 Pcs			
4	Conecting rod bearing set P0914351 0.25	1 Set			
5	Conecting rod bearing set P0914451 0.50	1 Set			
6	Ring set, piston P3108751	1 Set			
7	Piston set P3108151	1 Set			
8	Bushing connrod, 0502130	6 Pcs			
9	Main bearing set 0.25 P0914851	1 Set			
10	Main bearing set 0.50 P0914951	1 Set			
11	Composit valve kit P3108351	1 Set			
12	Overhaul Gasket kit P2603517	1 Set			
Total C & F Plant Site, Udayapur, (UCIL) Nepal,(Including all taxes and duties, expenses and unloading charges upto final destination inside & outside Nepal except custom duty VAT etc leviabale at Nepal custom office.)					
Ashok Leyland Bus, Model- ALPSV 4/38, Engine- CBH 149429, Ashoke Leyland Genuine Parts.					
(In words.....)					

Bidders Name :

Address :

Phone :

Fax No. :

Stamp of Bidder's Firm :

Signature of Bidder

Date :



Price Schedule

(Applicable for quoting the prices in Indian currency)

S.N	Description	Qty	Unit Rate		Amount
			In figure	In words	
1.	Camshaft bushing kit P0915451	1 Set			
2	Liner, Cylinder F3434922	6 Pcs			
3	Bushing valve guide F0531422	12 Pcs			
4	Conecting rod bearing set P0914351 0.25	1 Set			
5	Conecting rod bearing set P0914451 0.50	1 Set			
6	Ring set, piston P3108751	1 Set			
7	Piston set P3108151	1 Set			
8	Bushing connrod, 0502130	6 Pcs			
9	Main bearing set 0.25 P0914851	1 Set			
10	Main bearing set 0.50 P0914951	1 Set			
11	Composit valve kit P3108351	1 Set			
12	Overhaul Gasket kit P2603517	1 Set			
a)	Ex-Factory				
b)	Excise duty @.....				
c)	Transportation and insurance upto site				
d)	Clearing, forwarding and other expenses.				
e)	Total CIF Plant Site, Udayapur, (UCIL) Nepal, (including all taxes and duties expenses and unloading charge upto final destination inside & outside Nepal except custom duty, VAT etc leviable at Nepal custom office.)				
f)	Ashok Leyland Bus, Model- ALPSV 4/38, Engine- CBH 149429, Ashoke Leyland Genuine Parts.				
(In words.....)					

Bidder's Name :
 Address :
 Phone No. :
 Fax No.
 Stamp of Bidder's Firm :

Signature of Bidder:
 Date :



Price Schedule

(Applicable for quoting the prices in Nepalese currency)

S. N	Description	Qty	Unit Rate		Amount
			In figure	In words	
1.	Camshaft bushing kit P0915451	1 Set			
2	Liner, Cylinder F3434922	6 Pcs			
3	Bushing valve guide F0531422	12 Pcs			
4	Conecting rod bearing set P0914351 0.25	1 Set			
5	Conecting rod bearing set P0914451 0.50	1 Set			
6	Ring set, piston P3108751	1 Set			
7	Piston set P3108151	1 Set			
8	Bushing connrod, 0502130	6 Pcs			
9	Main bearing set 0.25 P0914851	1 Set			
10	Main bearing set 0.50 P0914951	1 Set			
11	Composit valve kit P3108351	1 Set			
12	Overhaul Gasket kit P2603517	1 Set			
a)	VAT @ 13% (+)				
b)	Total C&F Plant site, Jaljale Udayapur (UCIL), Nepal Including all Govt. taxes duties, and unloading charges at plant site.				
c)	Ashok Leyland Bus, Model- ALPSV 4/38, Engine- CBH 149429, Ashoke Leyland Genuine Parts.				
(In words.....)					

Bidders Name :

Address :

Phone :

Fax No. :

Stamp of Bidder's Firm :

Signature of Bidder

Date :

III - 4



IV CONTRACT FORM



Section IV
Contract Agreement Form

CONTRACT FOR SUPPLY, DELIVERY OF ASHOK LEYLAND GENUINE SPARE PARTS UNDER SEALED QUOTATION NO. : /069-70

This contract (Hereinafter called "The Contract") made on between Udayapur Cement Industries Ltd.(UCIL), Jaljale, Udayapur Nepal (Hereinafter called "The Buyer") on one part and(Hereinafter called "The Supplier") on the other part.

WHERE AS:

- A. UCIL has requested the supplier for the supply and delivery of **Ashok Leyland Genuine Spare Parts** at Plant Site, Jaljale, Udayapur, Nepal.
- B. The supplier has agreed to supply and deliver the **Ashok Leyland Genuine Spare Parts** on the terms and conditions set forth in this contract.

Now, therefore, the parties hereby agree here to as follows:

1. QUANTITY & SPECIFICATION.

S. N.	Particulars	Quantity	Unit Rate	Total Amount	Remarks
1	Camshaft bushing kit P0915451	1 Set			
2	Liner, Cylinder F3434922	6 Pcs			
3	Bushing valve guide F0531422	12 Pcs			
4	Conecting rod bearing set P0914351 0.25	1 Set			
5	Conecting rod bearing set P0914451 0.50	1 Set			
6	Ring set, piston P3108751	1 Set			
7	Piston set P3108151	1 Set			
8	Bushing connrod, 0502130	6 Pcs			
9	Main bearing set 0.25 P0914851	1 Set			
10	Main bearing set 0.50 P0914951	1 Set			
11	Composit valve kit P3108351	1 Set			
12	Overhaul Gasket kit P2603517	1 Set			
Ashok Leyland Bus, Model- ALPSV 4/38, Engine- CBH 149429, Ashoke Leyland Genuine Parts.					

2. PRICE:

Price shall be total value of... .. C & F Plant Site, Jaljale Udayapur, delivery basis including unloading charge, custom duty, VAT and other taxes leviable in Nepal.

3. PACKING:

Packing should be as per International standard.

4. DELIVERY PERIOD:

The **Ashok Leyland Bus Spare Parts** must be deliver within **60(Sixty)** days at UCIL^S Plant Site, Jaljale, Udayapur, Nepal from the date of contract.

5. PAYMENT:

Payment shall be made by A/C payee cheque after presentation of following documents and receipt & acceptance of the entire material by UCIL, deducting income tax and other taxes leviable in Nepal.

- i) Tax Invoice
ii) Challan



6. INSPECTION:

UCIL reserves the right to inspect the **Ashok Leyland Genuine Spare Parts** at the place of manufacture and also if require UCIL may appoint third party inspector to carry out the tests in their laboratory. Such inspection will be borne by UCIL.

7. PERFORMANCE SECURITY:

The supplier has submitted performance bond no.
issued by if the supplier fails to fulfill the terms and conditions of the contract the performance bond shall be forfeited with the termination of contract.

8. RELEASE OF PERFORMANCE BOND:

Performance bond will be released only after the satisfactory performance of the contract.

9. FORCE MAJEURE:

In the event the Contractor or any of its subcontractor (s) has delayed in the performing any of their respective obligation under the Contract, and such delay is caused by Force Majeure, including, war, civil insurrection, fires, floods, epidemics, earthquakes, breakage of bridge, blocked of road and freight embargoes, such delay may be excused and the period of such delay may be added to the time or performance of the obligation delayed. If a Force Majeure situations arises, the Contractor shall promptly notify the UCIL in writing of such condition and the cause thereof. Unless otherwise directed by the UCIL in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. PENALTY:

Except force majeure clause in case of delay UCIL shall have the option of granting an extension without penalty or with penalty as below:

- i) If the supply is not completed within the stipulated period, UCIL shall grant extension for 45 (Forty Five) days without penalty on submission of reasonable, rational and authentic evidence.
- ii) If the supply is not completed within the stipulated period and if extension as sub clause (i) is not granted then extension shall be granted for 10 (Ten) weeks with a penalty @ 0.15% of the delayed portion for each days delay, total not exceeding 10% of the contract value.

11. REPLACEMENT:

If the **Ashok Leyland Genuine Spare Parts** shall be rejected than the Supplier should replace it within next 30(Thirty) days from the receipt of notice.

12. SETTLEMENT OF DISPUTES:

Any dispute or difference arising out of the contract, which cannot be amicably settled, between the parties, shall be settled under the Arbitration Act. of Nepal. The arbitration shall take place in Nepal.



13. CONTRACT AMENDMENT:

No variation or modification of the terms of contract shall be made except by written amendment by the both parties.

14. APPLICABLE LAW:

The contract shall be interpreted in accordance with prevailing laws of Nepal .

15. OTHERS:

All other terms and conditions besides the above shall be as per the bid document Sealed Quotation Notice No. /069-70 which is the Integral part of this contract.

For and on behalf of :

For and on behalf of :

Udayapur Cement Industries Ltd.

Supplier

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

Name:

Name:

Designation:

Designation:

Date:

Date:

The image shows a handwritten signature in blue ink on the left and an official circular stamp on the right. The stamp contains the text 'उदयपुर सिमेन्ट इन्डस्ट्रीज लि. २०१५' in Nepali and 'UDAYAPUR CEMENT INDUSTRIES LTD.' in English, along with a central emblem.

V SPECIFICATION



SECTION – V**SPECIFICATION OF ASHOK LEYLAND GENUINE SPARE PARTS.**

S. N.	Particulars	Quantity	Unit Rate	Total Amount	Remarks
1	Camshaft bushing kit P0915451	1 Set			
2	Liner, Cylinder F3434922	6 Pcs			
3	Bushing valve guide F0531422	12 Pcs			
4	Conecting rod bearing set P0914351 0.25	1 Set			
5	Conecting rod bearing set P0914451 0.50	1 Set			
6	Ring set, piston P3108751	1 Set			
7	Piston set P3108151	1 Set			
8	Bushing connrod, 0502130	6 Pcs			
9	Main bearing set 0.25 P0914851	1 Set			
10	Main bearing set 0.50 P0914951	1 Set			
11	Composit valve kit P3108 351	1 Set			
12	Overhaul Gasket kit P2603517	1 Set			
Ashok Leyland Bus, Model- ALPSV 4/38, Engine- CBH 149429, Ashoke Leyland Genuine Parts.					

V – 1



VI Sample Forms

vi Sample Form **Bid Security**

Beneficiary: Udayapur, Cement, Industries Ltd.

G.P.O. Box NO. 2039, Udayapur, Nepal

Date:

Bid Security No.:

We have been informed that (hereinafter called “the Bidder”) has submitted to you its bid dated (hereinafter called “the Bid”) for the execution of Supply & Delivery of **Ashok Leyland Genuine Spare Parts** under **Sealed Quotation No. /069/070** (“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) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will remain in force up to and including the date **90 days** after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

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

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

.....**Bank’s seal and authorized signature(s)**

Note:

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



Section VI
Sample Form
Letter of Intent

Date:-

M/S
Phone No. :
Fax No. :
Email :

Subject :- Letter of Intent for.....

Dear Sirs;

We are pleased to issue this Letter of Intent to you for the supply of as per our **Sealed Quotation No.** :.....

We have decided to award you to supply and delivery of..... at total amount of NRs..... (In words Only) excluding VAT and other taxes leviable in Nepal at plant site, Jaljale, Udayapur delivery basis.

Therefore we invite you or request you to depute your authorized representative within **10 (Ten)** days from the issuing of this letter for signing the Contract with the performance bond amounting 5% (Five Percent) of total contractual value excluding VAT issued by any recognized "A" Class Nepalese Commercial Bank with the validity period of minimum 180 (One Hundred and Eighty) days as per Sealed Quotation terms & conditions.

Your prompt action in this regard will be highly appreciated.

Thanking you.

Yours Sincerely;

C. C. :
The General Manager, UCIL

Chief
Procurement Department

VI-2



**Section VI
Sample Form**

Sample Form Of Performance Security

Date:

To:

**Udayapur Cement Industries Ltd.
G.P.O. Box NO. 2039
Udayapur, Nepal**

WHEREAS **[name and address of Supplier]** (hereinafter called "the Supplier") has undertaken, in pursuance of Contract **[reference number of the contract]** dated _____ **[yy/mm/dd]** to **Supply, Delivery of Ashok Leyland Genuine Spare Parts** hereinafter called "the Contract").

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

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

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[amount of the guarantee in words and figures]**, and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, and without cavil or argument, any sum or sums within the limits of **[amount of guarantee]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This Guarantee is valid until a date **90 (Ninety)** days from the date of contract agreement.

Signature and seal of the Guarantors

[name of bank]
[address]
[date]

VI – 3



VII
List of Bank Accounts

<u>S.No.</u>	<u>Bank</u>	<u>Place</u>	<u>Current A/C No.</u>
1.	Sunrise Bank Ltd., Udayapur Branch, Jaljale, Udayapur,	Udayapur	02910096430012
2.	Global IME Bank Ltd, Udayapur Branch,	Gaighat,	2201010000167
3.	NIC Bank Ltd., Udayapur Branch,	Gaighat	020000021C /03501040250283
4.	Rastriya banizaya Bank Ltd, udayapur,	Gaighat,	209000053601
5.	Rastriya banizaya Bank Ltd,	Bishal Bazar, Kathmandu,	109006005501
6.	Nepal Bank Ltd,	Gaighat,	13
7.	Nepal Bank Ltd,	Lahan,	0036-11-0004977
8.	Agricultural Development Bank Ltd,	Gaighat	0100-022735
9.	Nepal Investment Bank ,	Gaighat,	03501040250283

VI - 4



VII

Steps to be followed by a bidder to submit the electronic bid submission:-

- A. Either Purchase the Bid document directly from the UCIL office or may download the bid document from website and deposit the equivalent amount in the account of UCIL as specified in the notice.
- B. Prepare the following documents in PDF format, scan and upload in the specified website.
 - > Bid form
 - > Price Schedule.
 - > Firm registration, VAT/PAN,& Tax Clearance Certificate.
 - > Power of attorney.
 - > Information sheet.
 - > Bid Bond Gurantee in Specified format.
 - > Cash Receipt or Bank voucher of bid document Purchase.
- C. Bidder who have submitted their bids electronically should submit original bid documents within 3(Three) days from the date of bid opening.

VII-1

