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Swiss Agency for Development
and Cooperation SDC



HELVETAS
Swiss Intercooperation

NEPAL

BID DOCUMENT FOR SUPPLY OF BULLDOG GRIPS



December, 2015

TABLE OF CONTENTS

Invitation of Bids

Bid Document :	Section I	:	Instruction to Bidder
	Section II	:	Bid Form and Price Schedules
	Section III	:	Delivery Schedule
	Section IV	:	Contract Agreement
	Section V	:	General Condition of Contract
	Section VI	:	Special Condition of Contract
	Section VII	:	Specification

Name of the Issuing Officer:

Signature of Issuing Officer :

Date:

Seal:

Note: It is important to fill in the section below. The purchaser may declare a bid invalid in case bidder fails to fill in this section.

Name of the Bulldoggrips Manufacturer:

Address:

Factory/ Plant Location:

The undersigned, on behalf of the manufacturer, agree to manufacture Bulldoggrips as per specifications given in this Bid Doc of the required quality and shall allow the Quality Inspector of the Purchaser to make quality tests to the satisfaction of the purchaser.

Signature:

Name:

Designation:

Date:

Seal of the manufacturer:

Invitation of Bids for Procurement of Bulldoggrips

1. On behalf of the Government of Switzerland, the Trail Bridge Support Unit (TBSU)/HELVETAS Swiss Intercooperation Nepal, provides technical assistance to the Government of Nepal for implementation of trail bridge programme under the Sector-Wide Approach (SWAp). The Government of Switzerland intends to contribute its fund for emergency rehabilitation and re-construction of the earthquake and flood damaged trail bridges.
2. Bids are invited from reputed manufacturers for the supply of Bulldog Grips as per the prescribed specifications. Bid Documents may also be collected by the authorized agents of the manufacturers. The size and quantity of steel wire ropes and bulldog grips to be procured are:

Diameter (mm)	Bulldog Grips (Pcs)
Ø 13	11,000
Ø 26	4,000
Ø 32	3,500
Ø 36	2,500
Ø 40	3,600

3. Bid document will be available at HELVETAS Swiss Intercooperation Nepal web page: <http://www.helvetas.org.np> from the next day of notice published in newspaper.
4. The signed hard copy of bids has to be submitted in a sealed envelop on or before **17:00 hours, 11 January 2016** and addressed to:
The Country Director
HELVETAS Swiss Intercooperation Nepal
Dhobighat, Lalitpur
G.P.O. Box - 688, Kathmandu, Nepal
5. Bids will be opened in the presence or absence of Bidders' representatives who choose to attend **at 14:00 on 12 January, 2016** at the office as indicated in (4) above. Bids must be valid for a period of **45 days** after the bid opening.
6. The price must be quoted in USD (US \$) exclusive of all taxes and duties payable inside Nepal. Price shall be quoted on **C.I.P.** basis per piece of bulldog grips for each size applicable for all destination of delivery points in Nepal.
7. Each offer must be accompanied with bid bond equivalent to 2.5% of the quoted amount in US \$ in the form of bank guarantee, which shall be **valid for 90 days** after the bid opening or bank draft in favour of HELVETAS Swiss Intercooperation Nepal from a reputed bank based in Kathmandu, Nepal.
8. HELVETAS Swiss Intercooperation Nepal reserves the right to accept or reject offer(s) partially or fully without assigning any reason whatsoever. HELVETAS Swiss Intercooperation Nepal is free to award the contract to any of the responsive bidders. The decision of HELVETAS Swiss Intercooperation Nepal will be final and binding in this regard.
9. Payment will be made in US \$ through letter of credit on favour of manufacturer in case of foreign manufacturer.

SECTION I: INSTRUCTION TO BIDDERS

Table of Content

1.	INTRODUCTION	2
1.1	Scope	2
1.2	Eligible Bidders	2
1.3	Eligible Goods	2
1.4	Cost of Bidding	2
1.5	Assurance	2
2.	THE BID DOCUMENTS	2
2.1	Bid Documents	2
2.2	Clarification of Bid Documents	2
2.3	Amendment of Bid Documents	3
2.4	Language of Bid	3
3.	PREPARATION OF BIDS	3
3.1	Documents Comprising the Bid	3
3.2	Bid Form	3
3.3	Bid Prices	3
3.4	Bid Currencies	4
3.5	Document Establishing Eligibility of the Bidders & Goods	4
3.6	Document Establishing the Good's Conformity to the Bid Document	4
3.7	Validity of the Bids	4
3.8	Period of Validity of Bids	4
3.9	Format and Signing of the Bid	4
4.	SUBMISSION OF BIDS	5
4.1	Sealing and Marking of Bids	5
4.2	Deadline for Submission of Bids	5
4.3	Late Bids	5
4.4	Modification and Withdrawal of Bids	5
5.	BID OPENING & EVALUATION	5
5.1	Opening of Bids by the Purchaser	6
5.2	Evaluation of Bids	6
5.3	Preliminary Examination	7
5.4	Evaluation and Comparison of Bids	7
5.5	Contacting the Purchaser	7
5.6	Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	7
6.	AWARD OF CONTRACT	7
6.1	Post-qualification and Award	7
6.2	Purchaser's right to Vary Quantities	8
6.3	Notification of Award	8
6.4	Signing of Contract	8

1. INTRODUCTION

1.1 Scope

1.1.1 HELVETAS Swiss Intercooperation Nepal, Dhobighat, Lalitpur (hereinafter referred to as "the Purchaser") wishes to receive Bids for the supply and delivery of the Goods and material described in Section II hereof (hereinafter referred to as "the Goods").

1.1.2 Bid Document are to be completed, following the instructions given herein.

1.2 Eligible Bidders

The invitation for Bids is open only to the manufacturers of bulldog grips. Bids may be collected by the authorized agents of the manufacturers also.

1.3 Eligible Goods

1.3.1 The Goods to be supplied under the Contract shall have their origin directly from the manufacturer.

1.3.2 For purposes of Clause 1.3.1 above, "Origin" shall be considered to be the place where the Goods are produced or manufactured.

1.4 Cost of Bidding

The Bidder shall bear all costs associated with preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs.

1.5 Assurance

The successful Bidder will be required to give satisfactory assurance of its ability and intention to deliver the Goods, pursuant to the contract within the time set forth therein.

2. THE BID DOCUMENTS

2.1 Bid Documents

2.1.1 The Goods required, Bidding procedures and contract terms are prescribed in the Bid Document. The Bid Documents includes:

Section I	:	Instruction to Bidder
Section II	:	Bid Form and Price Schedules
Section III	:	Delivery Schedule
Section IV	:	Contract Agreement
Section V	:	General Condition of Contract
Section VI	:	Special Condition of Contract
Section VII	:	Specification

The notice "Invitation of Bids" is also an integral part of the bid document.

2.1.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in the rejection of the Bid.

2.2 Clarification of Bid Documents

Any prospective Bidder requiring any further information or clarification about the Bid Documents may notify the Purchaser in writing at the Purchaser's address indicated in the notice "Invitation for Bids".

2.3 Amendment of Bid Documents

2.3.1 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, modify/amend the Bid Documents.

2.3.2 The amendment shall be part of the Bid Documents, pursuant to Clause 2.1, and will be notified in writing (as in Clause 2.2) to all prospective Bidders who have received the Bid Documents and will be binding on them.

2.3.3 In order to allow reasonable time to prospective Bidders to take the amendment into account in preparing their Bids, the Purchaser may at its discretion, extend the deadline for the submission of Bids.

2.4 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 the ENGLISH language. Any printed literature furnished by the Bidder may be written in another language, provided that such literature is accompanied by an ENGLISH translation, in which case, for purposes of interrelation of the Bid, the ENGLISH translation shall prevail.

3. PREPARATION OF BIDS

3.1 Documents Comprising the Bid

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

- (a) A Bid form and a price schedule completed in accordance with Clauses 3.2, 3.3 and 3.4;
- (b) Documentary evidence establishing, in accordance with Clause 3.5, that the Bidder is eligible to Bid and the Goods to be supplied by the Bidder are eligible Goods;
- (c) Documentary evidence establishing, in accordance with Clause 3.6, that the Bidder is qualified to perform the contract if its Bid is accepted;
- (d) Documentary evidence establishing, in accordance with Clause 3.7, that the Goods to be supplied by the Bidder confirm to the Bidding Documents.

3.2 Bid Form

The Bidder shall complete an original and one copy of the Bid Form and the appropriate price schedule furnished in the Bid Documents.

3.3 Bid Prices

3.3.1 The Bidder shall complete the appropriate Price Schedule included herein, stating the unit prices and total Bid prices of the Goods to be supplied under the contract.

3.3.2 Prices quoted in the Price Schedule shall include

- a) The price of the Goods quoted C.I.P. delivery destinations as specified in Price Schedule for Goods ;
- b) All cost of insurance ;
- c) The cost of loading and packing etc. ;
- d) The cost of off-loading and laying down of packed materials in good order at purchaser's store.

3.3.3 Prices quoted by the Bidder shall remain fixed and valid until completion of full delivery of the goods and will not be subject to variation on any account.

3.4 Bid Currencies

The prices shall be quoted in US Dollar Currency (US \$).

3.5 Document Establishing Eligibility of the Bidders & Goods

The Bidder shall furnish, as part of its Bid, certification establishing the Bidder's eligibility as a manufacturer of bulldog grips or by providing agency certificate from the manufacturing company and mentioning the factory's name and address where the goods will be manufactured. The manufacturer shall allow the inspector of the Purchaser to make quality inspections at the manufacturer's plant. The bidder must submit relevant documents regarding financial, technical and production capability of the manufacture as specified in clause 5.2.1.

3.6 Document Establishing the Good's Conformity to the Bid Document

The documentary evidence of the Goods, in conformity to the Bid Document, may be in the form of literature, drawings, and data and shall include a detailed description of the Goods, essential technical and performance characteristic.

3.7 Validity of the Bids

The Bids shall remain valid for 45 (fourty five) days after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 4.2.

3.8 Period of Validity of Bids

Notwithstanding Clause 3.7 above, the Purchaser may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing.

3.9 Format and Signing of the Bid

3.9.1 The Bid Form and accompanying documents (as specified in Clause 3.1) must be received by the Purchaser at the date, time and place specified pursuant to Clause 4.1 and 4.2.

3.9.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to sign on behalf of the Bidder. All pages of the Bid except, for unattended printed literature, shall be initialed by the person signing the Bid. The name and position held by each person signing must be typed or printed below the signature together with official seal.

3.9.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary. The corrections shall be initialed by the person signing the Bid.

4. SUBMISSION OF BIDS

4.1 Sealing and Marking of Bids

4.1.1 The Bidder shall seal the copy of the Bid in an envelope, duly marking the envelopes.

4.1.2 The envelopes shall

a) Be addressed to the Purchaser at the following address :

The Country Director
HELVETAS Swiss Intercooperation Nepal
Dhobighat, Lalitpur
GPO Box 688
Kathmandu, Nepal

b) And bear the words "BID FOR SUPPLY OF BULLDOG GRIPS" and the words "NOT TO BE OPENED BEFORE **14:00 hours, 12 January 2016.** In addition to the information required in sub-clauses a) and b) above, the envelope shall indicate the name and address of the Bidder.

4.2 Deadline for Submission of Bids

4.2.1 The submitted Bid, together with the required copies, must be received by the Purchaser at the address specified in Clause 4.1.2. not later **than 17:00 hours 11 January 2016.**

4.2.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bid Documents in accordance with Clause 2.3 in which case all rights and obligations of the Purchaser and Bidders subject to the previous deadline will thereafter be subject to the extended deadline.

4.3 Late Bids

Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 4.2 will not be received.

4.4 Modification and Withdrawal of Bids

4.4.1 The Bidder may withdraw the "Bids" after the submission by means of a written request to the purchaser to this effect and such request is received by the Purchaser prior to the deadline for submission of Bids.

4.4.2 The Bidder's modification and/or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of Clause 4.1. A modification and/or withdrawal notice may also be sent by fax or email but must be followed by a signed confirmation copy before the deadline for submission of bids.

4.4.3 Subject to Clause 5.2 Bids cannot be modified after the deadline for submission of Bids.

4.4.4 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form.

5. BID OPENING & EVALUATION

5.1 Opening of Bids by the Purchaser

5.1.1 The Purchaser may open Bids in the presence or absence of Bidder's representatives at 14:00 hours, 12 January 2016 on the following location;

HELVETAS Swiss Intercooperation Nepal
Programme Coordination Office
Dhobighat-3, Lalitpur, Nepal

The Bidder's representatives who are present shall sign as evidencing their attendance and are to submit a letter of authorization for participation in the bid opening.

5.2 Evaluation 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. All responses to request for clarification shall be in writing within forty eight hours (48) from the time of enquiry faxed by the purchaser.

5.2.1 Eligibility Requirement

5.2.1.1 Work in Hand

The manufacturers with existing supply commitment with DoLIDAR, MoLD/GoN and/or HELVETAS Nepal, shall demonstrate (specifying manufacturing capacity, operating efficiency, and quality confirmation) the production capacity for the given quantity within in the given time frame as specified in Delivery schedule.

5.2.1.2 Production Capacity

The manufacturer shall have minimum annual production capacity of 50,000 nos of bulldog grips.

5.2.1.3 Past Experience

The manufacturer shall submit evidence specifying client's name and address, quantity supplied, value and contact person of the client to demonstrate that it has supplied minimum of 100,000 nos of bulldog grips during the recent three years.

5.2.1.4 Sales and export

The manufacturer shall have minimum cumulative sales of 150,000 nos of bulldog grips during the recent three years and at least 50% of the sales volume should be export in case of international bidder.

5.2.1.5 Manufacturing Plant

The manufacture shall have all the equipments and machines required for bulldog grips productions at its own premises as listed below.

- Oil furnaces
- forging machines
- induction heating systems for bending U-bolt
- hot dip galvanization plant (or sublet)
- Hardness testing machines
- Ultrasound machines to check porosity and cracks

5.3 Preliminary Examination

- 5.3.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 5.3.2 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 will be corrected. If there is a discrepancy between words and figures in the unit rate, the amount in words shall prevail.
- 5.3.3 The Purchaser will determine the substantial responsiveness of each Bid to the Bid Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bid Documents without material deviation.

5.4 Evaluation and Comparison of Bids

The Purchaser will evaluate and compare the Bids for quality of submission as requested in 5.2.1 and financial offer as stated in 'Price Schedule for Goods'.

5.5 Contacting the Purchaser

- 5.5.1 Subject to Clause 5.2, a Bidder shall not contact the Purchaser on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded.
- 5.5.2 Any effort by a Bidder to influence the Purchaser, in the Purchaser's opinion, in respect of Bid evaluation, Bid comparison or contract award will result in rejection of the Bid.

5.6 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 partially or fully and to annul the Bidding process and reject all Bids at any time prior to award of contract, without assigning any reason whatsoever and shall not bear any liability towards the bidder (s) for such action/decision.

6. AWARD OF CONTRACT

6.1 Post-qualification and Award

- 6.1.1 The purchaser will determine to its satisfaction whether the Bidder selected for award of the contract qualifies as per Clause 5.2.1 to satisfactorily perform the contract.
- 6.1.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 3.5 & 3.6 as well as such other information as the Purchaser deems necessary and appropriate.
- 6.1.3 To verify its technical and production capability the Bidder should provide documentary evidence that items offered have been in production for at least three years by the concerned factory.

- 6.1.4 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.
- 6.1.5 The purchaser will award the contract to the Bidder whom it will think appropriate and suitable based on the bidders' submission and the decision of the evaluation committee.
- 6.1.6 The purchaser may make pre-award visit of the manufacturer's plant and office to confirm the information furnished by and the capabilities of the bidder.
- 6.1.7 The purchaser may decrease the quantity for award or not award the job based on assessment of works in hand, its production capacity and given delivery period.

6.2 Purchaser's right to Vary Quantities

The Purchaser reserves the right to increase or decrease the quantity of Goods specified in the Bid document within forty-five days after the signing of the contract agreement and quoted rates and terms and conditions shall remain unchanged for the variation in the order. The delivery date for increased quantities will be extended additionally (minimum 30 days) or more as will be reasonable with a mutual agreement in writing.

6.3 Notification of Award

- 6.3.1 The Purchaser will notify the successful Bidder in writing by registered letter or by cable or by facsimile.
- 6.3.2 The notification of award will constitute the formation of a contract, until the contract has been effected pursuant to Clause 6.4.

6.4 Signing of Contract

The successful Bidder, after receiving the acceptance letter from the Purchaser, shall be present within 7 days to sign the contract document along with performance guarantee amounting to 5% (five percent) of the contract amount issued by a Nepalese Bank in favour of HELVETAS Swiss Intercooperation Nepal, pursuant to Clause 7.5 of the General Conditions of Contract.

In case the successful Bidder does not sign the contract document within the given time, the Purchaser may forfeit the Bid Bond guarantee amount and may sign contract for the same with any other Bidder.

The successful bidder will have to submit a detailed production schedule prior to signing of the contract agreement. The authorized agent shall have to submit a production schedule from the manufacturer. The supplier will compensate the cost / loss incurred to the purchaser due to change in the production schedule after the signing of the contract agreement.

The deadline of deliveries will have to be met in any case.

SECTION II: BID FORM & PRICE SCHEDULES

To: The Country Director
HELVETAS Swiss Intercooperation Nepal
Dhobighat, Lalitpur, Kathmandu, Nepal

Dear Sirs,

Having examined the Bid Documents for the supply of bulldoggrrips, including the specifications, we the undersigned, offer to supply and deliver the bulldoggrrips in conformity with the said Bid Documents for the sum of (Total Bid Amount CIP delivery destinations in words)

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to commence delivery within 90 days after the signing of the contract agreement, and to complete delivery of all the goods specified in the contract within 120 days after the signing of the contract agreement.

If our Bid is accepted, we will provide the performance security in the sum of _____ equal to 5% of the contract amount, for the due performance of the contract.

We agree to abide by this Bid for the period of 45 days from the date fixed for bid opening pursuant to Clause 4.2 of the Instruction to Bidders, and it shall remain binding upon us for the duration of the contract. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a bidding contract between us.

This bid is accompanied with a Bid Bond amounting to 2.5% of the quoted amount in Us \$ (USD.....) in our favour as mentioned in the notice for 'Invitation of Bids'.

We assure that our bids are unconditional. We understand and agree that you are not bound to accept lowest-priced or any Bid that you may receive.

Date : _____

Signature

Duly Authorized to Bid for and on behalf of _____

(Signature of Witness)

Witness : _____

Address : _____

PRICES SCHEDULE FOR GOODS

A. This sheet is only for inland bidders (Nepali and Indian). The inland bidders are to fill in this sheet for quoting unit rates and total bid amount.

A single rate has to be quoted irrespective of the delivery destination.

Border Entry Point: Birgunj
Via: Raxual

Name of Bidder :

Delivery destination :

Bardibas and Nepalgunj, Nepal

Bulldogrips as per Specification (Nominal Dia. of Ropes, mm)	Unit	Quantity	Unit Price in \$ (USD) C.I.P		Total Cost in \$ (USD).
			in Figure	in Words	
13	Nos.	11,000			
26	Nos.	4,000			
32	Nos.	3,500			
36	Nos.	2,500			
40	Nos.	3,600			
Total					

Note: In case of discrepancies in unit rates in figure and words, the rates in word shall prevail and in case of discrepancies in unit price and total cost, unit price will prevail.

PRICES SCHEDULE FOR GOODS

B. This sheet is only for overseas bidders (other than Nepali and Indian). The overseas bidders are to fill in this sheet for quoting unit rates, total bid amount and furnishing required breakdown of costs.

A single rate has to be quoted irrespective of the delivery destination.

Border Entry Point: Birgunj
Via: Raxual

Name of Bidder : Delivery destination : ***Bardibas and Nepalgunj, Nepal***

Bulldoggrrips as per Specification (Nominal Dia. of Ropes, mm)	Unit	Quantity	Unit Price in \$ (USD) C.I.P		Total Cost in \$ (USD).
			in Figure	in Words	
13	Nos.	11,000			
26	Nos.	4,000			
32	Nos.	3,500			
36	Nos.	2,500			
40	Nos.	3,600			
Total					

Note: In case of discrepancies in unit rates in figure and words, the rates in word shall prevail and in case of discrepancies in unit price and total cost, unit price will prevail.

Overseas Bidders are to submit additional information as below. However, these costs must be included in the above unit rates and shall not be considered as additional costs.

Clearing & forwarding costs at Indian port	US \$	
Freight from Indian port to Nepal	NRs.	

Delivery Destinations

Delivery Destination	Diameter, mm					Total
	13	26	32	36	40	
Bardibas	7,000	2,500	2,000	1,500	2,000	15,000
Nepalgunj	4,000	1,500	1,500	1,000	1,600	9,600
Total	11,000	4,000	3,500	2,500	3,600	24,600

SECTOIN III : DELIVERY SCHEDULE

The delivery of total quantity shall be in single lot within 90 days after contract agreement.

Place of Delivery : **Bardibas and Nepalgunj**
Nearest Border : Birgunj
Via : Raxaul, India

SECTION IV: CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____ 2013 _____
between (Name of Purchaser) _____ of _____ (Country of
Purchaser) (Hereinafter called "the Purchaser") on the one hand and
_____ (Name of Supplier) of
_____ (City and Country of supplier)
_____ (hereinafter called "the
Supplier") of the other hand:

WHEREAS the Purchaser agrees to buy the Goods to be provided by the Supplier, viz, (but Description of Goods as identified in the Bid Form and Price Schedule) hereinafter referred to as "the Goods") and has accepted a Bid of the Supplier for the provision of those Goods in the sum of _____ (Contract Price in words and Figures) (hereinafter "the Contract Price") and the Supplier agrees to supply the Goods of specific standards and to the satisfaction of the Purchaser.

NOW THIS AGREEMENT WITNESS AS FOLLOWS :

1. The Contract shall consist of this Agreement and the following documents and exhibits, drawings, specifications and other documents relevant to therein (hereinafter referred to as the "Agreement Documents"), all of which by this reference are incorporated herein and made hereof :

Notice for Invitation of Bids
Notification of Award;
Section I : Instruction to Bidders
Section II : Bid Form and Price Schedule;
Section III : Delivery Schedule
Section V : General Conditions of Contract; and
Section VI : Special Conditions of Contract;
Section VII : Specifications.

This Agreement 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 Agreement shall prevail over all other Agreement documents. In the event of any discrepancy or inconsistency within the Agreement 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 convenants with the purchaser to provide the Goods and to remedy defects in conformity with the provisions of the Contract.
3. The purchaser hereby convenants to pay the supplier, in consideration of the provision of the Goods and the remedying of defects therein, the contract price or such others 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 contract shall be in the form of letter or fax. Notice 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:

(Purchaser's name, fax number and address)

and notice to the Supplier shall be properly addressed to:

(Supplier's address, fax number)

A notice shall be effective when delivered or on the notice's effective date, whichever is later. IN WITNESS WHERE OF the parties hereto have caused this Agreement to be executed in accordance with the respective laws on the date mentioned above..

Signature for Purchaser

Signature for Supplier

Signed, Sealed and Delivery by the said _____

(For the Purchaser) in the presence of _____

Signed, Sealed and Delivery by the said _____

(For Supplier) in the presence of _____

SECTION V: GENERAL CONDITIONS OF CONTRACT

Table of Content

1.	USE OF CONTRACT DOCUMENTS AND INFORMATION	19
2.	CHANGE ORDERS	19
3.	CONTRACT AMENDMENTS	19
4.	COUNTRY OF ORIGIN	19
5.	INSPECTION AND TEST	20
6.	PATENT RIGHT	21
7.	PERFORMANCE SECURITY	21
8.	INSURANCE	21
9.	WARRANTY	21
10.	PAYMENT	22
11.	EXTENSIONS IN THE SUPPLIER'S PERFORMANCE	22
12.	TERMINATION FOR DEFAULT	23
13.	TERMINATION FOR INVOLUNTARY	23
14.	TERMINATION FOR CONVENIENCE	23
15.	RESOLUTION OF DISPUTES	24
16.	APPLICABLE LAW	24
17.	FORCE MAJEURE	24
18.	ASSIGNMENT	24
19.	CONTRACT LANGUAGE	25
20.	TAXES AND DUTIES	25
21.	HEADINGS	25
22.	WAIVER	25
23.	CUSTOM CLEARANCE	25
24.	DELIVERY	26
25.	DOCUMENTS	26

1. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 1.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof, or any specifications, drawings, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 1.2 The Supplier shall not, without Purchaser's prior written consent, make use of any document or information specified in Clause 1.1 about, except for purposes of performing the contract.
- 1.3 Any document, other than the contract itself, specified in Clause 1.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser, on completion of the Supplier's performance under the contract, if so required by the Purchaser.

2. CHANGE ORDERS

- 2.1 The Purchaser may at any time, by a written notice to the Supplier, make change within the general scope of the contract in any one or more of the following :
 - a) Drawing, designs or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Purchaser;.
 - b) The method of shipment or packing; or
 - c) The place of delivery
- 2.2 Upon notification by the Purchaser of such change, the Supplier shall submit to the Purchaser an estimate of costs for the proposed change (hereinafter referred to as the Change) within fifteen calendar days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the contract, as well as a detailed schedule for the execution of the change, if applicable.
- 2.3 The Supplier shall not perform changes in accordance's with Clause 2.1 above until the Purchaser has authorized a change order in writing on the basis of the estimate provided by the Supplier as described in Clause 2.2 above.
- 2.4 Changes mutually agreed upon shall constitute a part of the work under this contract, and the provisions and conditions of the contract shall apply to said change.

3. CONTRACT AMENDMENTS

Subject to Clause 2, no variation in or modification of the terms and conditions of the contract shall be made except by written amendment signed by both the parties.

4. COUNTRY OF ORIGIN

- 4.1 All Goods supplied under the contract shall have their origin from the bulldog grips manufacturer.
- 4.2 For the purpose of this Clause, "Origin" shall be considered to be the place where the goods are manufactured or produced.
- 4.3 The Supplier will not change the manufacturer from what stated in the Bid Document and shall remain the same through out the entire duration of the contract.

5. INSPECTION AND TEST

- 5.1 The Purchaser or its representative shall have the right to inspect and or to test the goods to confirm that it complies with the specifications. The special conditions of contract and/or the specification shall specify what inspection and test the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing about its representatives deputed for these purposes.
- 5.2 The inspection and all the necessary test have to be conducted at the premises where the bulldog grips are manufactured. All cost for the required testing facilities are to be borne by the Supplier.
- 5.3 In addition to sub-clause 5.2 the purchaser is fully authorised to nominate or depute an independent Quality Inspector for conducting the Third Party Inspection of above said merchandise. The total cost (fee and other expenses) of the Quality Inspector stipulated between the purchaser and the Quality Inspector will be paid by the purchaser.
- 5.4 During the process of manufacturing of the said bulldog grips, the supplier shall provide free access to the factory, it's testing labs, the full testing records, equipments and other support to the Quality Inspector deputed by the purchaser. The manufacturer shall allow the Quality Inspector of the Purchaser to take photos required for quality certification to the satisfaction of the Purchaser.
- 5.5 Other than for necessary quality test, the procedure of test and sampling for testing shall be as per prescribed norms & standards.
- 5.6 Necessary quality test may be made for a part or the entire order of the bulldog grips, if the purchaser deems necessary. The Quality Inspector may be present during entire period of production to witness the manufacturing process and quality control, if the purchaser deems necessary.
- 5.7 Without the test certificate of the Quality Inspector, the supplier shall not despatch the consignment. Further, the same Quality Inspector or other Quality Inspector nominated by the purchaser will make post delivery inspection and certification at the delivery points to confirm the consignment is same as has been certified before despatch.
- 5.8. Should any inspected or tested goods fail to confirm to the specification the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alteration necessary to meet the requirement of the specifications, free of cost to the Purchaser.
- 5.9. The Purchaser's right to reject the goods after the Goods arrival in the Purchaser's country, shall in no way be limited or waived by reason of the goods, having previously inspected, tested and passed by the Purchaser or its representatives prior to the Good's shipment from the country of origin.
- 5.10. Nothing in this Clause 5 shall in any way release the Supplier from any warranty or other obligations under the contract.

6. PATENT RIGHT

The Supplier shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

7. PERFORMANCE SECURITY

- 7.1 The Supplier shall cause performance security to be furnished to the Purchaser in the amount of five percent (5%) of the contract amount. Such performance security shall be provided, in the form satisfactory to the Purchaser, before signing of the contract.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its work under the contract. The supplier shall cause the validity period of the performance security to be extended for such period(s) as required by the contract performance pursuant to Clause 11.2.
- 7.3 The performance security shall be denominated in US dollar Currency (\$) which shall be in the form of a bank guarantee issued by a Nepalese bank acceptable to the Purchaser.
- 7.4 The performance security will be discharged/returned by the Purchaser not later than three months following the date of completion of the Supplier's work to the Purchaser's satisfaction under the contract.
- 7.5 The performance bond must be submitted in the sample format given in this section.

8. INSURANCE

All Goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in the manner specified in the Special Condition of Contract. The purchaser will have claim on the insurance amount for the amount paid to the supplier by the purchaser for such goods.

9. WARRANTY

- 9.1 The Supplier warrants to the Purchaser that the Goods to be supplied under the contract will comply strictly with the contract terms & conditions and specification and in every case shall be free from any defects. The supplier further warrants to the Purchaser that all materials and equipment furnished by the Supplier is merchantable of the most suitable grade.
- 9.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered and commissioned or for eighteen (18) months after the date of shipment from the port of loading in the country of origin, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 9.3 The Purchaser shall promptly notify the Supplier in writing of any claim arising under this warranty.
- 9.4 Upon receipt of such notice, the Supplier shall promptly repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where

applicable, the cost of delivery of the repaired or replaced Goods or parts to the final destination.

- 9.5 Without prejudice to Clause 9.2 and 9.4 above, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in any work of correction performed pursuant to Clause 9.2 and 9.4 above, upon receipt of written notice of defect within two (2) months.
- 9.6 If the Supplier having been notified, fails to remedy the defect(s) in accordance with the contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's expense. The Supplier's warranty pursuant to this Clause is without prejudice to any other rights or remedies which the Purchaser may have against the Supplier under the contract.

10. PAYMENT

- 10.1 Letter of Credit will be established for 100% of contract amount in case of foreign manufacturer.
- 10.1.1 **In case of land transportation:** 50% of payment for the supply and delivery of the bulldog grips will be released after submitting all necessary documents specified in Clause 25 including Entry Certificate of Nepal Customs Office to Supplier's bank
and
50% of payment will be released within 45 days after the submission of proof for full delivery at the Purchaser's store and successful post delivery inspection.
- or
- in case of maritime transportation:** 50% of payment for the supply and delivery of the bulldog grips will be released after submitting Bill of Lading and all other necessary documents specified in Clause 25 to the Supplier's bank.
and
40% of the payment for the supply and delivery of the bulldog grips after submitting all necessary documents specified in Clause 25 including Entry Certificate of Nepal Customs Office to Supplier's bank.
and
10% of payment will be released within 45 days after the submission of proof for full delivery at the Purchaser's store and successful post delivery inspection.
- 10.2 In case of national manufacturer, 100% payment against submission of invoice after delivery at designated destinations and successful inspection and testing.
- 10.3 Subject to Clause 2 of the General Conditions of Contract prices charged by the Supplier for Goods, delivery under the contract shall not vary from the prices quoted by the Supplier in the Bid Form.

11. EXTENSIONS IN THE SUPPLIER'S PERFORMANCE

- 11.1 Delivery of the Goods, shall be made by the Supplier in accordance with the contract schedule, pursuant to the Special Conditions of Contract.
- 11.2 The Supplier may claim extension of the time limits as set forth in the contract execution schedule in case of :
- a) Delay of any materials, drawings or services which are to be provided by the Purchaser, shall be interpreted to include all approvals by the Purchaser under contract;
 - b) Force majeure pursuant to Clause 17;
The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavors to avoid or overcome such delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.
- 11.3 Notwithstanding Clause 11.2 above, the Supplier shall not be entitled to an extension of time for completion unless the Supplier, at the time of such circumstances arising, immediately has notified the Purchaser in writing of any delay that it may claim as caused by circumstances pursuant to Clause 11.2 above, and upon request of the Purchaser, the Supplier shall substantiates that the delay is due to the circumstances referred to by the Supplier.
- 11.4 Time extension allowed by the purchaser shall not waive the supplier from liquidated damages. The purchaser may grant time extension with liquidated damage.

12. TERMINATION FOR DEFAULT

- 12.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or in part:
- a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser, pursuant to Clause 11; or
 - b) If the Supplier fails to perform any other obligation(s) under the contract; and if the Supplier, in either of the above circumstances, does not rectify its failure within a period of fifteen (15) calendar days, for such longer period as the Purchaser only authorize in writing after receipt of a notice of default from the Purchaser specifying the nature of the default(s).
- 12.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Clause 12.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods. Notwithstanding the above, the Supplier shall continue performance of the contract to the extent not terminated.

13. TERMINATION FOR INVOLUNTARY

The Purchaser may at any time terminate the contract by having written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

14. TERMINATION FOR CONVENIENCE

- 14.1 The Purchaser may, by written notice sent to the Supplier, 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 work under the contract is terminated, and the date upon which such termination becomes effective.
- 14.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the contract prices and on the other contract terms for the remaining Goods, the Purchaser may elect :
- a) to have any portion thereof completed and delivered at the contract prices and on the other contract terms; and/or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier for the purpose of the contract, together with a reasonable allowance for overhead and profit.

15. RESOLUTION OF DISPUTES

- 15.1 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.
- 15.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract.

16. APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country.

17. FORCE MAJEURE

- 17.1 In the event that the Supplier or any of its subcontractors or the Purchaser is delayed in performing any of their respective obligations under the contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, harbor strikes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 11 and the period of such delay may be added to the time of performance of the obligation delayed.
- 17.2 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 the Force Majeure event.

18. ASSIGNMENT

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

19. CONTRACT LANGUAGE

- 19.1 The Supplier hereby represents that it has sufficient knowledge of the English language fully to understand the contract. The contract shall be in the English language, and all documentation related hereto will also be in the English language, except if otherwise specifically agreed in writing between the parties.
- 19.2 The Supplier shall bear all costs of translation into English and all risk of the accuracy of such translation.

20. TAXES AND DUTIES

Supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country. But all such kind of taxes and duties levied within Nepal will be exempted (contract tax, *local taxes*, custom duties, etc.).

Income tax for services rendered in Nepal will be for the Supplier's account as per the laws of Nepal.

21. HEADINGS

Headings, whether of Clauses or of other parts of the contract, are for reference only and are not to be construed as part of the contract.

22. WAIVER

Failure of either party to insist upon strict performance by the other party of any provision of the contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

23. CUSTOM CLEARANCE

- 23.1 Each lot of shipment shall be accompanied with necessary documents of Indian In-Bond Excise Letter (B-1 Bond) or shall be accompanied with necessary documents required for the purpose of clearance at Indian Land Custom Post.
- 23.2 Custom clearance within and outside Nepal is the sole responsibility of the supplier.
- 23.3 The purchaser is responsible for making available "custom duty exemption letter" in time and the responsibility ceases upon furnishing the supplier with the "custom duty exemption letter".
- 23.4 The Supplier will pay 1% duty on the Goods at the Nepal border and the amount will be reimbursed to the Supplier by the Purchaser on submission of necessary documents. Any amount paid as Demurrage or rent (i.e. late fee), due to not clearing the consignment from customs warehouse within the period allowed for clearance besides the accountable reasons, is the full responsibility of the supplier.
- 23.5 The supplier is solely responsible for demurrage or rent etc. paid at Nepal Customs or elsewhere for not clearing the consignment within the allowable period.

24. DELIVERY

This clause refers to Section III (Delivery Schedule) of this Bid Document.

25. DOCUMENTS

The following documents shall be forwarded to the Purchaser :

Proforma Invoices	:	3 originals + 2 copies
Invoices	:	5 originals + 2 copies
Bill of Lading	:	5 originals + 2 copies
Delivery Challan (Despatch documents)	:	3 signed copies
Certificate of Origin	:	2 originals + 2 copies
Certificate of Test	:	2 originals + 2 copies
Certificate of Insurance (Covering all risks, TPNO, SRCC to the destination final warehouse valid for at least 120 days)	:	2 originals + 2 copies
Certificate of Weight	:	2 originals + 2 copies
Report of Third Party Inspection	:	1 original + copy

Separate documents shall be prepared for each delivery and each lot of despatch of Goods.

SAMPLE FORMAT OF PERFORMANCE GUARANTEE: "QUOTE"

"Whereas M/s _____ having their office at _____ have undertaken to supply Bulldog Grips in pursuance of their proforma invoice No. _____ dated _____ or Contract no. _____ dated _____ herein after called "the Contract".

And whereas it has been stipulated by you in the contract that the supplier shall furnish you with a bank guarantee by a recognised bank of Nepal for the sum specified therein as security for compliances with the Supplier's performance obligations in accordance with the Contract;

And whereas we have agreed to give the Supplier a Guarantee, therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total amount of US \$ _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any cavil or argument, any sum or sums as specified by you within the limit of US \$ _____ aforesaid, without needing you to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until _____

Name of Guarantor

Date : _____

By : _____

Title
Authorised Representative
"UNQUOTE"

Address : _____

SECTION VI: SPECIAL CONDITION OF CONTRACT

1. Inspection and Tests

Copies of all inspection tests on bulldog grips (as specified in) must be forwarded to the Purchaser. Moreover, the supplier shall also provide a certificate of factory test for each unit to the Purchaser.

For third party inspection refer to Article 5 of Section V “General Condition of Contract”.

However, the test shall cover the following minimums:

- a. the raw materials used for bridge and U-Bolt of bulldog grips, zinc for galvanization, etc.,
- b. hardness testing,
- c. size and dimensions of the bulldog grips,
- d. galvanization test of U-bolt, bridge and nuts (covering all elements of bulldog grips) including zinc coating, uniformity and adherence,
- e. torque test,
- f. grip strength testing of bulldog grips

2. Damage Pieces of Bulldog grips

The supplier shall provide bulldog grips in good packing mechanism. Damage piece(s) of bulldog grips in any packing will not be accepted by the Purchaser.

3. Contract Execution Schedule

Bulldog Grips shall be delivered to the Purchaser as specified in the Delivery Schedule within 120 days after signing the contract agreement.

4. Transportation & Packing Requirements

All bulldog grips have to be delivered on good & strong packing. 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 Delivery Schedule. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. The packing case size shall be suitable to number of bulldog grips according to quantity of number packed inside as specified in the Price Schedule For Goods in this Bid Document.

Furthermore, each packet of packing for Project's site have to be delivered with a tag mentioning Project name i.e. Helvetas/TBSU , number & size of bulldog grips as per description given in the Price Schedule For Goods in this Bid Document.

5. Delivery & Documents

Cost of off-loading, laying down and stacking in good order of all quantity is to be included in the unit prices taking into consideration that the Purchaser's store does not possess the necessary lifting machines and facilities etc.

The Contract and the Goods shall remain at the risk of the Supplier until delivery has been completed.

6. Liquidated Damages

If the Supplier fails to give delivery of any or all of the Goods within the time periods specified in the Contract due to any reasons beside the unavoidable circumstances, the Purchaser may, without prejudice to any other remedy it may have under the Contract, deduct from the contract price, as liquidated damages 0.01% of the contract amount per day and it will be applicable immaterial of the fact that part delivery has been made. The maximum deduction shall not exceed 10% of the contract amount. The purchaser shall have the right to terminate the contract if the delay exceeds 100 days beyond the scheduled date of delivery. Taking a decision on extension of delivery time is the prerogative of the purchaser.

7. Particular Insurance Requirement

Costs of all insurance is to be borne by the Supplier for all risks covering TPND, SRCC, WAR, etc. from Manufacturer's warehouse to Purchaser's warehouse as per delivery destination in Nepal.

8. Marine Insurance

Marine insurance policy covering partial or whole loss/damage and non-delivery either during voyage resulting either from the sinking of the ship or oxidization of the Goods where applicable, has to be obtained by the Supplier at its own cost.

9. Arbitration

With reference to Clause 15 of the General Conditions of Contract, if the Purchaser and the Supplier is unable to resolve a contract dispute, the same shall be referred for the legal purview to the court of Nepal at Kathmandu.

SECTION VII : S P E C I F I C A T I O N

1. SPECIFICATION

Bulldogrips should confirm to:
IS: 2361 - 2002, Bulldogrips-Specification.

In addition it also should fulfill the following requirements:

- the bridges must be drop-forged and suitably scored to grip a round strand rope of right-hand lay having six strands and construction of 7/19 (12/6/1) for cables dia 26mm, 32mm, 36mm, 40mm and 7/7 (6/1) for 13mm.
- Bridge, U-bolts, and nuts should be hot dip galvanized with minimum zinc coat of 40µm as per, IS 2629 - Recommended Practice for Hot Dip Galvanizing of Iron & Steel. Electroplated galvanization is not acceptable.
- the thread of U-Bolt and nuts on it should withstand specified torque as below.

Torque strength

1	26mm	35 kg-m
2	32mm	35 kg-m
3	36mm	45 kg-m
4.	40mm	50 kg-m

- should have minimum grip strength per bulldogrips as bellow:

S.No.	Size	Required Min. Grip Strength
1.	13mm	2.7 tone
2.	26mm	6.6 tone
3.	32mm	8.3 tone
4.	36mm	9.0 tone
5.	40mm	9.7 tone

We confirm that we have read, understood and accept all the terms and conditions mentioned in this Bid Document.

Name and Stamp of the Company : _____

Authorized Signature of the Bidder : _____

Date : _____

Note: Each page of this document has to be signed by the Bidder.