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Confederaziun svizra

Swiss Agency for Development  
and Cooperation SDC



**HELVETAS**  
Swiss Intercooperation

NEPAL

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# BID DOCUMENT FOR SUPPLY OF STEEL WIRE ROPES

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TRAIL BRIDGE SUPPORT UNIT/HELVETAS SWISS INTERCOOPERATION NEPAL

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December, 2015

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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 Wire Rope Manufacturer:

Address:

Factory/ Plant Location:

The undersigned, on behalf of the manufacturer, agree to manufacture wire ropes 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:

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## Invitation of Bids for Procurement of Steel Wire Ropes

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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 **Galvanized & Pre-stretched Steel Wire Ropes** 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 to be procured are:

Diameter (mm)	Steel Wire Ropes (Meters)
Ø 13	10,000
Ø 26	6,000
Ø 32	9,100
Ø 36	5,000
Ø 40	7,200

3. Bid document including specifications will be available at HELVETAS Swiss Intercooperation Nepal web page: <https://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 meter of wire ropes for each size applicable for all destinations 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.
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## SECTION I: INSTRUCTION TO BIDDERS

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## 1. Introduction

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### 1.1 Scope

1.1.1 HELNETAS 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 is to be completed, following the instructions given herein.

### 1.2 Eligible Bidders

The invitation for Bids is open to the manufacturers of steel wire ropes. Bid Document 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.

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## 2. The Bid Documents

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### 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 or by fax at the Purchaser's mailing address indicated in the notice "Invitation for Bids". The Purchaser will respond in writing before one week time prior to date of submission of bids to any request for information or clarification of the Bid Documents which it receives not later than 6<sup>th</sup> of September 2013.

## 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.

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## 3. Preparation of Bids

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### 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 conform 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 reels etc.
  - d) The cost of off-loading and laying down of reels 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 (\$).
- 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 steel wire ropes 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 three (3) months after the date of Bid closing 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.

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## 4. Submission of Bids

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### 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  
HELNETAS Swiss Intercooperation Nepal  
Dhobighat, Lalitpur  
GPO Box 688  
Kathmandu, Nepal

b) And bear the words "BID FOR SUPPLY OF STEEL WIRE ROPES" 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.



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## 5. Bid Opening & Evaluation

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### 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 hrs, 12 January 2016 in 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, length and number of prestretching bed) the production and prestretching 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 5,000 tons** of steel wire ropes.

##### 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 10,000 tons** of steel wire ropes during the recent three years.

##### 5.2.1.4 Sales and Export

The manufacturer shall have minimum cumulative sales of 7,500 tons of steel wireropes during the recent three years and at least 50% of the sales volume should be export.

##### 5.2.1.5 Manufacturing Plant

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

- wire drawing machines
- stranding machines
- ropes closing machines
- hot dip galvanization plants for wires

##### 5.2.1.6 Pre-Stretching Bed

The manufacturer shall state the number of the pre-stretching bed of not less than 100 meter at its own premises and the pre-stretching time per bite of each size of the wire ropes.

### **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 (up to maximum of 50%) 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.

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## **6. Award of Contract**

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### **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.

## **6.2 Purchaser's right to Vary Quantities**

The Purchaser reserves the right to increase or decrease the quantity of Goods specified in the Bid document up to 25% of the quantity ordered within thirty 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 accordingly 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 HELKETAS 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.

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**SECTION II: BID FORM & PRICE SCHEDULES**

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

Dear Sir / Madam

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

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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 nine months 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 90 days from the date fixed for bid closing 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:

Via: Birgunj  
Raxual

Name of Bidder :

Delivery  
destination :

**Dharan, Kathmandu,  
Butwal & Dhangadi**

Each cable reel of the entire consignment shall be labeled with the text " **TBSU/Helvetas** "

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Dia. in mm	Wire Rope Construction	Tensile Designation (N/mm <sup>2</sup> )	Min. Breaking Strength (kN)	Single Cable Length per Reel in mtr.	Total Reels Nos.	Total Length in meter	Unit Price in \$ (USD) C.I.P		Total Cost in \$ (USD).
							in Figure	in Words	
13	7x7 (6/1), RHO, WSC	1570	103	5,000	2	10,000			
26	7x19 (12/6/1), RHO, WSC	1570	386	2,000	3	6,000			
32	7x19 (12/6/1), RHO, WSC	1570	585	1,300	7	9,100			
36	7x19 (12/6/1), RHO, WSC	1570	740	1,000	5	5,000			
40	7x19 (12/6/1), RHO, WSC	1570	914	800	9	7,200			
<b>Total</b>					<b>26</b>	<b>37,300</b>			

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.**

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:

Delivery destination

Name of Bidder :

:

Each cable reel of the entire consignment shall be labeled with the text " **TBSU/Helvetas** "

Dia. in mm	Wire Rope  Construction	Tensile Designation (N/mm <sup>2</sup> )	Min. Breaking Strength (kN)	Single Cable  Length per Reel in mtr.	Total  Reels Nos.	Total  Length in meter	Unit Price in US \$ (USD)		Total  Cost in US \$ (USD).
							C.I.P		
							in Figure	in Words	
13	7x7 (6/1), RHO, WSC	1570	103	5,000	2	10,000			
26	7x19 (12/6/1), RHO,WSC	1570	386	2,000	3	6,000			
32	7x19 (12/6/1), RHO,WSC	1570	585	1,300	7	9,100			
36	7x19 (12/6/1), RHO,WSC	1570	740	1,000	5	5,000			
40	7x19 (12/6/1), RHO,WSC	1570	914	800	9	7,200			
<b>Total</b>					<b>26</b>	<b>37,300</b>			

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 \$ (USD)	
Freight Indian Port to Nepal NRs.	

**Delivery Destinations**

Delivery destination	Ø 13		Ø 26		Ø 32		Ø 36		Ø40	
	No. of reels	Length in meter	No. of reels	Length in meter	No. of reels	Length in meter	No. of reels	Length in meter	No. of reels	Length in meter
Bardibas	1	5,000	2	4,000	3	3,900	-	-	6	48,00
Kathmandu	1	5,000	-	-	1	1,300	2	2,000	-	-
Pokhara	-	-	1	2,000	3	3,900	-	-	-	-
Nepalgunj	-	-	-	-	-	-	3	3,000	3	2,400
<b>Total</b>	<b>2</b>	<b>10,000</b>	<b>3</b>	<b>6,000</b>	<b>7</b>	<b>9,100</b>	<b>5</b>	<b>5,000</b>		<b>7,200</b>



### **SECTOIN III : DELIVERY SCHEDULE**

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All the quantity shall be delivered in one lot within ninety days from the date of signing the contract agreement.

Place of Delivery : As Specified below in Price Schedule  
Nearest Border : Birgunj  
Via : Raxaul, India

<b>Diameter in mm</b>	<b>No. of Reels</b>	<b>Length per reel in m</b>	<b>Total Length in meters</b>
13	2	5000	10,000
26	3	2000	6,000
32	7	1300	9,100
36	5	1000	5,000
40	9	800	7,200

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**SECTION V: GENERAL CONDITIONS OF CONTRACT**

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## **1. Use of Contract Documents and Information**

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- 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 above, 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.

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## **2. Change Orders**

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- 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 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.

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## **3. Contract Amendments**

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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.

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## **4. Country of Origin**

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- 4.1 All Goods supplied under the contract shall have their origin from the wire rope 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 throughout the entire duration of the contract.

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## 5. Inspection and Test

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- 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 wire ropes 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. However, the additional cost of extended inspection days incurred due to the non performance of the manufacturer shall be charged to the manufacturer.
- 5.4 During the process of manufacturing of the said steel wire ropes, 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 Pre-stretching test, the procedure of test and sampling for testing shall be as per prescribed norms & standards.
- 5.6 Pre-stretching test may be made for a part or the entire length of the wire rope, 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 dispatch 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 dispatch.
- 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.

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## **6. Patent Right**

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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.

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## **7. Performance Security**

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- 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.

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## **8. Insurance**

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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.

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## **9. Warranty**

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- 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.

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## 10. Payment

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- 10.1 Letter of Credit will be established for 100% of contract amount.
- 10.2 **In case of land transportation:** 70% of payment for the supply and delivery of the wire ropes will be released after submitting all necessary documents specified in Clause 25 including Entry Certificate of Nepal Customs Office to Supplier's bank and 30% of payment will be released within 45 days after the submission of proof for full delivery at the Purchaser's store and post delivery inspection.

or

**In case of maritime transportation:** 50% of payment for the supply and delivery of the wire ropes 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 wire ropes 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 post delivery inspection.

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.

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## 11. Extensions in the Supplier's Performance

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- 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.

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## **12. Termination for Default**

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- 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.

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## **13. Termination for Involuntary**

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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.

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## **14. Termination for Convenience**

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- 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.

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## **15. Resolution of Disputes**

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- 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.

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## **16. Applicable Law**

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

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## **17. Force Majeure**

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- 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.

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## **18. Assignment**

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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.

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## **19. Contract Language**

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- 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 beside 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	:	3 signed copies
(Despatch documents)		

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 dispatch of Goods.

**Sample Format of Performance Guarantee: "QUOTE"**

"Whereas M/s \_\_\_\_\_ having their office at \_\_\_\_\_ have undertaken to supply Steel Wire Ropes 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 recognized 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 \$ \_\_\_\_\_ 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 \$ \_\_\_\_\_ 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 December 2014.

Name of Guarantor

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

By : \_\_\_\_\_

Title  
 Authorised Representative  
 "UNQUOTE"

Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **SECTION VI: SPECIAL CONDITION OF CONTRACT**

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### **1. Inspection and Tests**

Copies of all inspection tests on wire ropes (as specified in IS 6594 – 1977 or ISO 2408 –2004 and its Normative References or other equivalent Codes) must be forwarded to the Purchaser. Moreover, the supplier shall also provide a certificate of factory test for each reel 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) tensile and torsion strength of wires,
- b) galvanizing test of wires (zinc coat, uniformity and adhesion test),
- c) preforming test of wire ropes,
- d) construction, size of wires and wire ropes,
- e) minimum breaking load of the wire ropes,
- f) modulus of elasticity of the wire ropes,
- g) Pre-stretching test of the wire ropes (sample minimum 20%),
- h) test of lubrication

### **2. Cut Pieces of Wire Ropes**

The supplier shall provide cable in reels and each reel shall contain the specified length in a single piece. Cut pieces of wire ropes in any reel shall not be accepted by the Purchaser. If cut pieces are to be supplied, the supplier will seek pre-approval from the Purchaser in writing.

### **3. Contract Execution Schedule**

Wire ropes shall be delivered to the Purchaser as specified in the Delivery Schedule within nine months after signing the contract agreement.

### **4. Transportation & Packing Requirements**

All cables have to be delivered on steel reels. 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 as per the length of steel wire ropes per reel specified in the Price Schedule For Goods in this Bid Document.

Furthermore, each cable reels for Project's site have to be delivered with a tag mentioning Project name i.e. Helvetas/TBSU , length of wire ropes and diameter 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 reels is to be included in the unit prices taking into consideration that the Purchaser's store does not possess the necessary lifting machines and cranes 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 at Bardibas, Pokhara, Nepalgunj & Kathmandu 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.

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

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### 1. Specification

Wire Rope are to comply with specifications as prescribed herein:

- IS 1835 – 1977: Steel Wire Ropes
- IS 6594 – 1977: Technical Supply Conditions for Wire Rope and Strands
- IS 9282 – 1979: Specification of Wire Ropes and Strands for Suspension Bridge
- IS 9182 – 1979: Specification for Lubrication of Wire Strands & Ropes

Or

ISO 2048 – 2004: Steel Wire Ropes for General purposes – Minimum Requirements and it's Normative References

Or

Equivalent other Codes (subject to acceptance by the purchaser).

**Important Note: In any case, in addition to above Codes and Standards, all the requirements as specified below shall be fulfilled.**

#### Lubrication:

Lubrication should be non-drying and non-bituminous type confirming to IS : 9182-1979 or *ISO 4346* or *other equivalent Codes*. It should withstand storing at open atmosphere in touch with the ground and in inundation condition for a long duration and should prevent any kind of rust. Lubrication must be applied during manufacturing of the strands as well as during closing of the rope. Lubrication should withstand temperature up to 70<sup>0</sup>C (Drop Point).

#### Pre-Stretching:

Pre-stretching should be done by cyclic loading of the rope to 10 % to 40 % of the Minimum Breaking Load. Pre-stretching should be performed in the following method:

- 1<sup>st</sup> cycle – stretching with loading of 5 % of Minimum Breaking Load.
- 2<sup>nd</sup> cycle – with loading of 10 % of Minimum Breaking Load at least 5 cycles.
- 3<sup>rd</sup> cycle – with loading of 20 % of Minimum Breaking Load till elongation stabilizes.
- 4<sup>th</sup> cycle – with loading of 40 % of Minimum Breaking Load till elongation stabilizes.
- Checking – Check if the elongation is stabilizes at 35 % of Minimum Breaking Load.

### 2. Rope Particulars

Nominal diameter 26, 32, 36 & 40 mm

- ◆ Construction : 7 x 19 (12/6/1)
- ◆ Lay : RHO, Right Hand Ordinary Lay
- ◆ Core : WSC, Wire Strand Core
- ◆ Tensile strength of wire : 1570 N/mm<sup>2</sup>

- ◆ Preforming : Preformed
- ◆ Coating : Galvanized "A" Heavy
- ◆ Lubrication : Non - Drying and non-bituminous type
- ◆ Elongation : Pre-stretched

Nominal diameter 13 mm

- ◆ Construction : 7 x 7 ( 6/1 )
- ◆ Lay : RHO, Right Hand Ordinary Lay
- ◆ Core : WSC, Wire Strand Core
- ◆ Tensile strength of wire : 1570 N/mm<sup>2</sup>
- ◆ Preforming : Preformed
- ◆ Coating : Galvanized "A" Heavy
- ◆ Lubrication : Non - Drying and non-bituminous type

### 3. Compiled Data

Nominal Diameter (mm)	Approx. Mass (kg/m)	Approx. Load (kN/m)	Metallic Area (mm <sup>2</sup> )	Min. Breaking Load (kN)	Permissible Load (kN)
13	0.64	0.0064	73	103	34
26	2.51	0.0251	292	386	129
32	3.80	0.0380	442	585	195
36	4.81	0.0481	560	740	247
40	5.94	0.0594	691	914	305
Mean value of Modules of Elasticity E = 110,000 N/mm <sup>2</sup> = 110 kN/mm <sup>2</sup>					

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.