# KRISHI SAMAGRI COMPANY LIMITED
# HEAD OFFICE
# KULESHWOR, KATHMANDU
# NEPAL

# TENDER DOCUMENT
# FOR SUPPLY AND DELIVERY OF
# CHEMICAL FERTILIZER

# (UREA 46-0-0),

# 30,000 (±2%)MT

**IFB NO: KSCL/U/ICB-201/083/084**

**PUBLISHED DATE: NOVEMBER 19, 2026**

**SUBMISSION DATE: DECEMBER 21, 2026**

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**Web site : http://kscl.gov.np**

# Abbreviations

| | |
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| BD | Bidding Document |
| BDS | Bid Data Sheet |
| DCS | Delivery and Completion Schedule |
| DP | Development Partner |
| EQC | Evaluation and Qualification Criteria |
| GCC | General Conditions of Contract |
| GoN | Government of Nepal |
| ICC | International Chamber of Commerce |
| IFB | Invitation for Bids |
| ITB | Instructions to Bidders |
| KSCL | Krishi Samagri Compny Limited |
| LGRS | List of Goods and Related Services |
| NCB | National Competitive Bidding |
| PAN | Permanent Account Number |
| PPMO | Public Procurement Monitoring Office |
| SBD | Standard Bidding Document |
| SBQ | Schedule of Bidder Qualifications |
| SCC | Special Conditions of Contract |
| SR | Schedule of Requirements |
| TS | Technical Specifications |
| VAT | Value Added Tax |

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# Krishi SamagriCompany Limited

**Head Office, Kuleshwor, Kathmandu**

## Invitation For Electronic Bids

**For the Supply and Delivery of Chemical Fertilizer-(UREA 46-0-0), 30,000±2% MT**

Contract Identification No: KSCL/U/ICB-201/083/084

(Published Date: NOVEMBER 19, 2026)

1. Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, Nepal has annual program towards the cost for the procurement of Supply and Delivery of Chemical Fertilizer, (UREA 46-0-0) Contract Identification No: KSCL/U/ICB-201/083/084 and intends to apply part of the funds to cover eligible payments under the contract. Bidding is open to all eligible Bidders from all countries.
2. Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, Nepal invites electronic bids from eligible bidders for the procurement of Supply and Delivery of Chemical Fertilizer as mentioned below, ***under International competitive bidding*** **– Single Stage Two Envelope*procedures specified in Public Procurement Act and Regulations.*** The fertilizer must be delivered through Kolkata/Haldiaat CIP Nepal basis (Biratnagar, Birgunj and Bhairahawa KSCL warehouses) with insurance up to the final destination as mentioned in the bid document.

| Invitation for Bid No | Commodity | Quantity | Required bid Security In USD |
|---|---|---|---|
| KSCL/U/ICB-201/083/084 | UREA 46-0-0 | 30,000±2% MT | 373,000 |

3. Under the Single Stage, Two Envelope Procedure, Bidders are required to submit simultaneously two separate sealed envelopes, one containing (i) the Technical Bid and the other (ii) the Price Bid, both in turn enclosed in one sealed envelope as per the provision of ITB 23 of the Bidding Document.
4. Eligible Bidders may obtain further information and inspect the bidding documents at the office of Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, Nepal (Tel: 977-01- 5374819, Email: procurement@kscl.gov.np) or may visit KSCL's website: http://kscl.gov.np
5. A completeset of Bidding Documents may be downloaded from PPMO's e-GP system www.bolpatra.gov.np. Bidders, submitting their bid electronically should deposit the cost of bidding document as mentioned above in the account as specified below. Purchased bid document will be valid only for specified Principal Supplier.

   **Information to deposit the cost of bidding document in Bank:**

   Name of Office: Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu.

   Current Account of Nepal Investment Mega Bank Ltd. Kalimati with account No. 01701030001922.
6. Pre-bid meeting shall be held at Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, Nepal at 14:00 hours, DECEMBER 14, 2026.
7. Electrornic bids must be submitted to the office Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu through PPMO's e-GP system www.bolpatra.gov.npon or before 13:00 hours on DECEMBER 21, 2026. Bids or any part thereof received after this deadline will be rejected.
8. The bidswill be opened in the presence of Bidders' representatives who choose to attend at 14:00 hours on DECEMBER 21, 2026 at the office of Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu. Bids must be valid for a minimum period of 30 days from the date of bid opening and must be accompanied by scanned copy of the bid security in pdf format, amounting as mentioned above, which shall be valid for 60 days from the date of opening of the bid (i.e. February 18, 2027)
9. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.





# Section I. Instructions to Bidders

**This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.**

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# SectionI. Instructions to Bidders

## A. General

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| **1. Scope of Bid** | 1.1 In connection with the Invitation for Bids ***indicated in the Bid Data Sheet (BDS)***, the Purchaser as***indicated in the BDS*** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification, and number of contracts (packages/lots) are ***indicated in BDS***.<br>1.2 Throughout this Bidding Document:<br>(a) the term "in writing" means communicated in written form with proof of receipt;<br>(b) if the context so requires, singular means plural and vice versa; and<br>(c) "day" means calendar day. |
| **2. Source of Funds** | 2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) ***indicated in the BDS*** for which this Bidding Document is issued.<br>Or<br>DP Funded: The GoN has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") ***indicated in the BDS*** toward the cost of the project ***named in the BDS***. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.<br>2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds. |
| **3. Fraud and Corruption** | 3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this:<br>(a) the Purchaser adopts, for the purposes of this provision, the terms as defined below:<br>(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence |





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| | improperly the actions of another party;<br>(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<br>(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<br>(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.<br>(v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP's contractual rights of audit or access to information; and<br>(vi) "integrity violation" is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.<br><br>(b) the Purchaserwill reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract; |
| | (c) DPwill cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.<br>(d) DP will impose remedial actions on a firm or an individual, at any time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported |





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| | contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and<br>(e) The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP. |
| | 3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :<br>(a) give or propose improper inducement directly or indirectly,<br>(b) distortion or misrepresentation of facts,<br>(c) engaging in corrupt or fraudulent practice or involving in such act,<br>(d) interference in participation of other competing bidders,<br>(e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,<br>(f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price,<br>(g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract. |
| | 3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:<br>(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,<br>(b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,<br>(c)if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.<br>(d) if the Successful Bidder fails to sign the Contract. |
| | 3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, may be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP including |



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| | credit information bureau of Nepal.<br>3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder. |
| | 3.6 Furthermore, Bidders shall be aware of the provisions of GCC 34.1(c). |
| **4. Eligible Bidders** | 4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any ***specified in the BDS***.<br>4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Maximum number of parners in JV shall be as **specified in BDS**. In the case of a JV:<br>(a) all parties to the JV shall be jointly and severally liable; and<br>(b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.<br>4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:<br>(a) have controlling shareholders in common;<br>(b) receive or have received any direct or indirect subsidy from any of them;<br>(c) have the same legal representative for purposes of this Bid;<br>(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process;<br>(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or<br>(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of |



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| | the goods and services that are the subject of the bid.<br>(g)a Bidder that has a close business or family relationship with a professional staff of the Procuring Entity.<br>4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address **specified in the BDS**.<br>4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.<br>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.<br>4.7 Firms shall be excluded in any of the cases, if<br>(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.<br>(b) DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;<br>(c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projectsfinanced by them. |
| | 4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.<br>4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents ***indicated in the BDS*** at the time of bid submission and a declaration to submit the document(s) ***indicated in the BDS*** at the time of contract agreement shall only be eligible.<br>4.10 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders. |
| **5. Eligible Goods and Related Services** | 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country ***specified in the BDS***.<br>5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services |



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| | are supplied<br>5.3 The nationality of the firm/Bidder that produces, assembles, distributes, or sells the goods shall not determine their origin. |
| **6. Site Visit** | 6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.<br>6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.<br>6.3 The costs of visiting the Site shall be at the Bidder's own expense. |

## B. Contents of Bidding Document

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| **7. Sections of the Bidding Document** | 7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.<br>**PART 1 Bidding Procedures**<br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bid Data Sheet (**BDS**)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>**PART 2 Supply Requirements**<br>• Section V. Schedule of Requirements<br>**PART 3 Conditions of Contract and Contract Forms**<br>• Section VI. General Conditions of Contract (GCC)<br>• Section VII. Special Conditions of Contract (SCC)<br>Section VIII. Contract Forms<br>7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited (in case of electronically submission) the cost of Bidding Document as stated in the invitation for bids.<br>7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.<br>7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document |



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| **8. Clarification of Bidding Document/Pre-bid meeting** | 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address ***indicated in the BDS*** or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 8.2. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit ***specified in the BDS*** prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2.<br>8.2 The purchaser may organize a pre-bid meeting of Bidders at least fifteen (15) days before the deadline for submission of Bids at the place, date, and time as ***specified in the BDS*** to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2. |
| **9. Amendment of Bidding Document** | 9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.<br>9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.<br>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2. |

## C. Preparation of Bids

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| **10. Cost of Bidding** | 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **11. Language of Bid** | 11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language ***specified in the BDS***. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language ***specified in the BDS***, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **12. Documents** | 12.1 The Bid shall comprise two envelopes submitted simultaneously, one |



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| **Comprising the Bid** | called the Technical Bid containing the documents listed in ITB 12.2 and the other the Price Bid containing the documents listed in ITB 12.3, both envelopes enclosed together in an outer single envelope.<br>12.2 The Technical Bid shall comprise the following:<br>(a) Letter of Technical Bid;<br>(b) Bid Security in accordance with ITB 21;<br>(c) alternative technical bids, at Bidder's option and if permissible, in accordance with ITB 14;<br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;<br>(e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br>(f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document;<br>(g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and<br>(h) any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO, ***required in the BDS.***<br>12.3 The Price Bid submitted by the Bidder shall comprise the following:<br>(a) Price Bid Submission Letter and the applicable Price Schedules, in accordance with ITB 13, ITB 15, and ITB 16;<br>(b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 14; and<br>(c) any other document required in the BDS.<br>12.4The Bidder is solely responsible for the authenticity of the submitted documents.<br>12.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive. |
| **13. Bid Submission Letter and Price Schedules** | 13.1 The Bidder shall submit the TechnicalBid Submission Letter and the Price Bid Submission Letter using the form furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.<br>13.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as |





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| | appropriate, using the forms furnished in Section IV, Bidding Forms. |
| **14. Alternative Bids** | 14.1 Unless otherwise ***indicated in the BDS***, alternative bids shall not be considered. |
| **15. Bid Prices and Discounts** | 15.1 The prices and discounts quoted by the Bidder in the Letter of Price bid and in the Price Schedules shall conform to the requirements specified below.<br>15.2 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount, and the expected countries of origin of the Goods to be supplied under the contract.<br>15.3All items in the Schedule of Supply must be listed and priced separately in the Price Schedules.If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 39.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.<br>15.4 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.<br>15.5If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The discount and methodology for its application shall be quoted in Letter of Price Bid.<br>15.6 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or **as specified in the BDS.**<br>15.7 Prices shall be quoted as specified in each Price Schedule included in **Section IV, Bidding Forms**. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:<br>For Goods manufactured in Nepal:<br>(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties, Value Added Tax and other taxes already paid or payable on the components and raw material used in the manufacture or |



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assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;

(ii) Value Added Tax and all other taxes applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder;

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**

(iv) the total price for the item.

For Goods manufactured outside Nepal, to be imported:

i. the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), named place of destination as **specified in the BDS;**

ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in theBDS;**

iii. in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FOB port of shipment (or FCA, as the case may be) or CPT (named place of destination), if so **specified in the BDS;** and

iv. the total price for the item.

(c) For Goods manufactured outside Nepal, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods



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| | already imported.<br><br>(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;<br><br>(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;<br><br>(iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder;<br><br>(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in theBDS;** and<br><br>(vi) the total price for the item.<br><br>(d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the local currency cost component of each item comprising the Related Services; and<br><br>(ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom ruties, Value Added Tax and other taxes aplicable in the Purchaser's country, payable on the related services, if the contract is awarded to the Bidder.<br><br>15.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise ***specified in the BDS***. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. However, if in ***accordance with the BDS***, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero<br><br>15.9 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 15.7, provided the Price Bids for all lots are submitted and |





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| | opened at the same time. |
| **16. Currencies of Bid** | 16.1 Bid prices shall be quoted in the following currencies:<br><br>(a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the Nepalese currency.<br><br>(b) All expenditures that are to be incurred in Nepal for i) inland transportation and related costs, ii) all taxes, and iii) local currency cost component of related services other than inland transportation and other services should be expressed in the Bid in Nepalese currency and will be payable in Nepalese currency. |
| **17. Documents Establishing the Eligibility of the Bidder** | 17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:<br>(a) complete the eligibility declarations in the Bid Submission Letter, included in Section IV, Bidding Forms; and<br>(b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.<br>(c) submit the copy of the documents as ***specified in SectionIII, Evaluation and Qualification Criteria***. |
| **18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document** | 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of itsTechnical Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.<br>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.<br>18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in theBDS** following commencement of the use of the goods by the Purchaser. |



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| | 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements. |
| **19. Documents Establishing the Qualifications of the Bidder** | 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III (Evaluation and Qualification Criteria). The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified.<br><br>19.2 If so ***required in the BDS***, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.<br><br>19.3 If so ***required in the BDS***, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.<br><br>19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:<br>a. Name and address of the Agent/Representative,<br>b. The Agent/Representative providing type of services,<br>c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,<br>d. Other agreement with Agent/Representative, if any,<br>e. Bidder shall certify in the Letter of Authorization as follows:<br><br>"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief",<br><br>If the agent has not been appointed:<br>a. Source of information about tender invitation,<br>b. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in |





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| | connection with the tender,<br>c. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,<br>d. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.<br><br>19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3. |
| **20. Period of Validity of Bids** | 20.1 Bid shall remain valid for a period ***specified in the BDS*** after the bid submission deadline date prescribed by the purchaser. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.<br>20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents. |
| **21. Bid Security** | 21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as ***specified in the BDS***.In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.<br><br>21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:<br><br>(a) original copy of an unconditional bank guarantee from |





Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;

(b) original copy of an unconditional bank guarantee from commercial foreign bank or;

(c) original copy of cash deposit voucher in the Purchaser 's Account as ***specified in BDS***.

In case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another form acceptable to the purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.

21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and substantially compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid then bid shall be rejected.

21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder's` furnishing of the required performance security and signing of the Contract Agreement pursuant to ITB 44.1 and 45.1.

21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required Performance Security and signed the Contract Agreement.

21.6 The Bid Security may be forfeited:

(a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2

(i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission;

(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission.

(b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 29.1;

(c) a Bidder involves in fraud and corruption pursuant to clause 3.1;

(d) the successful Bidder fails to:





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| | (i) furnish a performance security in accordance with ITB 44.1;<br>(ii) sign the Contract in accordance with ITB 45.1; or<br>(iii) accept the correction of arithmetical errors pursuant to clause 36.<br>21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b). |
| **22. Format and Signing of Bid** | 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 12 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO… - TECHNICAL BID" and "COPY NO…. - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.<br>In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or online forms files as specified in ITB Clause 23.1(b).If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).<br>22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as ***specified in the BDS*** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid.<br>22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. |

## D. Submission and Opening of Bids

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| **23. Sealing and Marking of Bids** | 23.1 Unless otherwise **specified in BDS**, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Procedures for submission, sealing and marking are as follows: |





(a) Bidders submitting bids by mail, by hand or by Courier shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as **"ORIGINAL TECHNICAL BID", "ORIGINAL – PRICE BID", "ALTERNATIVE" and "COPY No…. – TECHNICAL BID" and "COPY NO…. PRICE BID"** as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.

i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np following the procedure specified in e-GP guideline.
ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.
iii. The registered bidders need to maintain their profile data required during preparation of bids.
iv. In order to submit their bids the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.
v. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.
vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.
vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

**The required forms and documents shall be part of technical bids.**

| No. | Document | Requirement | Remarks |
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| 1. | Letter of Technical Bid | Mandatory | PDF |





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| | | 2. | Bid Security/Bank Guarantee | Mandatory | PDF |
| | | 3. | Company registration Certificate | Mandatory | PDF |
| | | 4. | VAT registration Certificate | Mandatory **(**for domestic bidders only**)** | PDF |
| | | 5. | Business Registration Certificate | Mandatory | PDF |
| | | 6. | Tax Clearance Certificate/Tax return submission evidence/evidence of time extension | Mandatory **(**for domestic bidders only**)** | PDF |
| | | 7. | Power of Attorney of Bid signatory | Mandatory | PDF |
| | | 8. | Bank Voucher for cost of bid document | Mandatory | PDF |
| | | 9. | Joint venture agreement | Mandatory in case of JV Only | PDF |
| | | 10. | Qualification Documents | Mandatory | PDF |
| | | 11. | Technical Specification | Mandatory | PDF or Online Forms |
| | | 12. | Delivery and Completion Schedule | Mandatory | PDF or Online Forms |
| | | 13. | Disclosure of local agent (if any), including commission to be provided to the agent, type of currency, payment mode, any other terms and conditions with the agent and acceptance letter from the local agent | Mandatory | PDF or Online Forms |
| | | 14. | Certificate of Non-Contamination furnished by the | Mandatory | PDF or Online Forms |

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| | *manufacturer* | | |
| 15. | Certificate of Chemical Analysis and Quality Test Report" issued or endorsed by the government approved independent testing laboratories | Mandatory | PDF or Online Forms |
| 16. | Certificate of Agricultural Use" issued or endorsed by the government approvedindependent testing laboratories | Mandatory | PDF or Online Forms |
| 17. | Audited Financilal Statement for the Last Fiscal Year | Mandatory | PDF or Online Forms |
| 18. | Additional documents specified in ITB 12.2 (h) | Mandatory (If any) | PDF |

**The required forms and documents shall be part of price bids.**

| No. | Document | Requirement | Remarks |
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| 1. | Letter of Price Bid | Mandatory | PDF |
| 2. | Completed Price Schedule | Mandatory | Online Forms |
| 3. | Additional Documents specified in ITB 12.3 (c) | Mandatory (If any) | PDF |

*Note:*

a) ***The documents specified as "Mandatory" should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.***

b) *Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.*



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viii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.

ix. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.

x. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.

xi. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;

aa) The e-submitted bids must be readable through PDF reader.

bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.

23.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 24.1; and

(c) bearthe specific identification of this bidding process indicated in BDS 1.1.

23.3 The outer envelope and the inner envelope containing Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 27.1.

23.4 The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7

23.5 If all envelopes are not sealed and marked as required, the Purchaser



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| | will assume no responsibility for the misplacement or premature opening of the bid. |
| **24. Deadline for Submission of Bids** | 24.1 Bids must be received by the Purchaser at the address and no later than the date and time ***indicated in the BDS***. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.<br>24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document. |
| **25. Late Bids** | 25.1 The Purchaser shall not consider any Bid- Technical or Price -that arrives after the deadline for submission of Bids, in accordance with ITB 24.Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| **26. Withdrawal, or Modification of Bids** | 26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows:<br>**<u>GoNFunded:</u>**<br>(i) Bids submitted in hard Copy<br>a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective writtennotice. All notices must be:<br>(aa) prepared and submitted in accordance with ITB 22 and ITB 23,and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and<br>(bb) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24.<br>**<u>DPFunded:</u>**<br>Bidders may withdraw or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2. The corresponding modification of the Bid must accompany the respective written notice. All notices must be<br>(aa) prepared and submitted in accordance with ITB 22 and ITB |



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| | 23, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," and "MODIFICATION;" and<br>(bb) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.<br><br>ii) E-submitted bids.<br><br>a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid.<br>26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process.<br><br>26.3 The following provisions apply for withdrawal or modification of the Bids:<br><br>**GoN Funded**<br><br>(i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.<br><br>(ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension there of.<br><br>**DP Funded**<br><br>No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.<br><br>26.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time.<br><br>26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.<br><br>26.6 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered. |
| **27.Bid Opening** | 27.1The Purchaser's bid opening committee shall conduct the opening of Technical Bidsin public in the presence of bidder or its representative |





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| | who choose to attend at the address, date and time ***specified in the BDS***. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer shall reject the entire Bid.<br>27.2 The opening committee shall download the e-submitted Technical Bid files. The e-procurement system allows the Purchaser to download the e-submitted Technical Bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid Opening Committee.<br>27.3 Electronically submitted Technical Bid shall be opened at first in the same time and date as *specified above*. Electronic Bids shall be opened one by one and read out. The e-submitted Technical Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.<br>27.4Before opening the bids, the opening committee shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Next, envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 27.1.<br>27.5 All other envelopes holding the Technical Bid shall be opened one at a time, and the following read out and recorded: the name of the Bidder; whether there is a modification; the presence of a Bid Security, and any other details as the Purchaser may consider appropriate. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.<br>27.6 The opening committee shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of |



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| | a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.<br>27.7 At the end of the evaluation of the Technical Bids, the purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the purchaser. Bidders shall be given at least 15 days' notice for the opening of Price Bids.<br>27.8 The purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.<br>27.9 The purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.<br>27.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:<br>(a) the name of the Bidder;<br>(b) whether there is a modification;<br>(c) the Bid Prices, including any discounts and alternative offers; and<br>(d) any other details as the purchaser may consider appropriate.<br>Only Price Bids, discounts, modifications, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.<br>27.11 The purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot/package if applicable), any discounts, modifications and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. |

## E. Evaluation and Comparison of Bids

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| **28.Confidentiality** | 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, |





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| | shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 43.1.<br>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.<br>28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **29.Clarification of Bids** | 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Technical and Price Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 36.In case of e-submission of bid, upon notification from the purchaser, the bidder shall also submit the original of documents comprising the Technical and Price Bids as per ITB 12.2 and ITB 12.3 for verification of submitted documents for acceptance of the e-submitted bid.<br>29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid may be rejected. |
| **30.Deviations, Reservations, and Omissions** | 30.1 During the evaluation of bids, the following definitions apply:<br>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;<br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and<br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| **31. Examination of Technical Bid** | 31.1 The purchaser shall examine the Technical Bid to confirm that all documents and technical information requested in ITB 12.2 have been submitted. If any of these documents or information (except alternative Technical Bid which is optional) is missing, the bid shall be rejected.<br>31.2 In case of e-submission bids, the Employer shall confirm that all the documents and information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the |





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| | bid shall be rejected. |
| **32.Determination of Responsiveness of Technical Bid** | 32.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Technical Bid itself, as defined in ITB 12.2.<br>32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,<br>(a) if accepted, would:<br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or<br>(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or<br>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.<br>32.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.<br>32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br>32.5 In case of e-submission bids, the purchaser evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 29.1, the bid shall not be considered for further evaluation.<br>32.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.<br>32.7 Except in case of e-submission, the Financial Bid of the bidder, which is evaluated as substantially non-responsive in technical bid, shall be returned to the respective bidders. |
| **33.Non-material** | 33.1 The Purchaser may regard a Bid as responsive even if it contains minor |



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| **Non-conformities** | deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.<br>33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br>33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.<br>33.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.<br>33.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 32.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation. |
| **34.Qualification of the Bidder** | 34.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).<br>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.1.<br>34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder. |
| **35.Examination of Price Bids** | 35.1 The purchaser shall examine the Price Bid to confirm that all documents and financial information requested in ITB 12.3 have been submitted. If any of these documents or information (except alternative Price Bid which is optional) is missing, the bid shall be rejected.<br>35.2 In case of e-submission bids, the purchaser shall confirm that all the documents and financial information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the |





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| | bid shall be rejected. |
| **36.Correction of Arithmetical Errors** | 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:<br>a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;<br>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and<br>c) If there is a discrepancy between the bid price in the Summary of price schedule and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of price schedule will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and<br>d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.<br>36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the bid security shall be forfiteed. |
| **37 Conversion to Single Currency** | 37.1 For evaluation and comparison of Price Bids, all bid prices expressed in the amounts in various currencies shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra Bank and on the on the date **specified in the BDS**. |
| **38. Goodsmanufactured in Nepal to be procured** | 38.1 If the price of goods manufactured in Nepal, are higher up to fifteen percent than that of manufactured in foreign countries, the goods manufactured in Nepal shall be prefered in the evaluation of the Bids **as specified in BDS**.<br>38.2 for granting such preference pursuant to 38.1, the bidder must submit the country of origin issued by competent authority. |
| **39.Evaluation and Comparison of Price Bids** | 39.1 The Purchaser shall evaluate and compare all substantially responsive Bidsto determine the lowest evaluated bid.<br>39.2 To evaluate a PriceBid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted. |



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| | 39.3 To evaluate a Price Bid, the Purchaser shall consider the following:<br>(a) the bid price as quoted in accordance with ITB 15**as specified in BDS**;<br>(b) adjustment for correction of arithmetic errors in accordance with ITB 36.1;<br>(c) adjustment due to discounts offered in accordance with ITB 15.7;<br>(d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;<br>(e) adjustment due to application of the evaluation criteria **specified in the BDS** from amongst those set out inSection III (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III; and<br>(f) adjustment due to the application of a margin of preference in accordance with ITB clause 38.<br>39.4 The Purchaser's evaluation of a bid will exclude and not take into account:<br>(g) in the case of Goods offered from within Nepal, all sales tax and all other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder;<br>(h) in the case of Goods offered from outside Nepal, all customs duties, sales tax, and other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and<br>(i) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.<br>39.5 If this Bidding Document allows Bidders to quote separate prices for different lots/packages, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).<br>39.6In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal. |





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| **40.Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 40.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. |

## F. Award of Contract

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| **41.Award Criteria** | 41.1The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **42.Purchaser's Right to Vary Quantities at Time of Award** | 42.1At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages ***indicated in the BDS***, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| **43.Notification of Intention to Award** | 43.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 41.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.<br>43.2 If no bidder submits an application pursuant to ITB 46.1 within a period of seven days of providing the notice under ITB 43.1, the Purchaser shall accept the bid selected in accordance with ITB 41.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.<br>43.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal. |
| **44.Performance Security** | **44.1** Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, **as specified below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal** using **Sample Form**for **the** Performance Security included in Section VII **(**Contract Forms or another form |





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| | acceptable to the Purchaser.<br>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.<br>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:<br>**Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.**<br>The Bid Price and Cost Estimate shall be exclusive of Value Added Tax. |
| | **44.2** Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall **constitute** sufficient grounds for the annulment of the award and forfeiture of the Bid Security and black listing. In that event the Purchaser shall award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |
| **45. Signing of Contract** | **45.1**The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 44.<br>**45.2**At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the ***District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office.*** The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot/package numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract Price.<br>45.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification pursuant to ITB 43.1, requests in writing the grounds on which its bid was not selected.<br>45.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 45.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity. |
| **46.Complaint and Review** | 46.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in opening of the price bid or the intention to award the Contract, it may file an application to the Chief |



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| | of the concerning Public Entity of the Purchaser within seven (7) days of providing the notice under ITB 27.8 and ITB 43.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.<br><br>46.2 An application filed after the deadline pursuant ITB 46.1 shall not be processed.<br><br>46.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 46.1:<br><br>(a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or<br><br>(b) whether or not to reject a application.<br><br>No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value ***as stated in BDS*****.**<br><br>46.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 46.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 46.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 46.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.<br><br>46.5 Late application filed after the deadline pursuant to ITB 46.4 shall not be processed.<br><br>46.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 46.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 46.3.<br><br>46.7 Within three (3) days of receipt of the notification pursuant to ITB 46.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.<br><br>46.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 46.4.<br><br>46.9 The Bidder, filing application pursuant to ITB 46.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law ***as stated in BDS*** with the validity period of at least ninety (90) days from the date of the filing of application pursuant to |





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| | ITB 46.4. Application filed without furnishing the security deposit shall not be processed.<br><br>46.10 If the claim made by the Bidder pursuant to ITB 46.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 46.9, within seven (7) days of such decision made.<br><br>46.11 If the claim made by the Bidder pursuant to ITB 46.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 46.9 shall be forfeited. |





# Section II. Bid Data Sheet

| A. Introduction | |
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| **ITB 1.1** | The number of the Invitation for Bids (IFB) is: KSCL/U/ICB-201/083/084 |
| **ITB 1.1** | **Name of Purchaser:** Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu.<br>***Phone :****01-5374819, 01-5379715*<br>***E-mail :****procurement@kscl.gov.np*<br>***Website:*** *www.kscl.gov.np* |
| **ITB 1.1** | Name and Identification number of the Contract: Supply and Delivery of Fertilizer, ,(UREA 46-0-0)IFB No.KSCL/U/ICB-201/083/084 |
| **ITB 2.1** | **Name of the Project:** *Procurement of Chemical Fertiliser(Urea)*<br>**Implementing Agency:**Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu<br>**Funding :**Krishi Samagri Company Limited |
| **ITB 4.1** | Bidders from the following countries are not eligible:***"Not Applicable"***<br>***However, only*** **those countries of origin will be acceptable, which are not restricted by U.S. for which manufacturer analysis and non-contamination certificates have been submitted with the bid.** |
| **ITB 4.2** | Maximum number of partner in a joint venture shall be : **3 (three)** |
| **ITB 4.4** | A list of debarred firms is available at http:\\www.ppmo.gov.np |
| **ITB 4.9** | The foreign Bidder at the time contract signing:<br>▪ Shall submit Joint Venture Registration in Inland Revenue Office, Nepal, in case of bid submitted by Joint Venture. |
| **ITB 4.11** | ITB 4.11 is added as follows:<br>The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process Bidders who have Three (3) or more contracts for Supply and Delivery of Fertilizer1 through open competitive bidding and have failed to complete the shipment for atleast three contracts within the specified timelines.<br>***Clarification***: If only one or two contracts remains pending for shipment, the bidder will still be considered eligible. |





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| **ITB 5.1** | Goods and related services to be supplied from following countries are not eligible:<br>***"Not Applicable" However. Goods from* those countries, which are restricted by U.S. will not br eligible** |
| **B. Bidding Document** | |
| **ITB 8.1** | For **clarification purposes** only, the Purchaser's address is:<br>**Attention:** Managing Director<br>**Name of the Purchaser:** Krishi Samagri Company Limited (KSCL), Head Office,<br>**Address:** *Kuleswor, Kathmandu, Nepal*<br>Country: **Nepal**<br>Purchaser's address, telephone, and facsimile numbers.<br>*Phone : 01-5374819, 01-5379715*<br>*E-mail : procurement@kscl.gov.np*<br>*Website: http//:kscl.gov.np* |
| **ITB 8.1** | The purchaser will respond in writing to any request for clarification provided that such request is received no later than 15days prior to the deadline date for submission of bid. |
| **ITB 8.2** | **A Pre-Bid meeting "take place"**<br>A Pre-Bid meeting *"shall"* take place at the following date, time and place:<br>**Date:** DECEMBER 14, 2026<br>**Time:** 14:00 hour.<br>**Place:** Krishi Samagri Company Limited (KSCL),<br>Head Office, *Kuleswor, Kathmandu, Nepal* |
| **C. Preparation of Bids** | |
| **ITB 11.1** | The language of the Bid is: English |
| **ITB 12.2 (h)** | The Bidder shall complete and return duly signing all the pages of the Bidding Documents. An official seal must be affixed with such signature.<br>The Bidder shall submit with its Bid the following additional documents:<br>For Nepali Bidders:<br>• Up to date Firm/Company Registration Certificate or Certification of incorporation or other relevant document of registration<br>• VAT, PAN registration certificate (Only for domestic bidders)<br>• Tax clearance certificate for FY 2082/083 (Only for domestic bidders)<br>• Original Manufacturer's Authorization Certificate<br>• Statement and disclosure of local agent (if any), including commission to be provided to the agent, type of currency, mode of payment, acceptance letter from the local agent any conditions including Firm Registration |

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| | Certificate, PAN Registration Certificate and Tax Clearance Certificateas specified in ITB 19.4 (A local agent bidding on behalf of the Supplier shall also furnish Agency registration, VAT registration and clearance certificates or proof of submission of income return for fiscal yearBS 2082/083 (AD 2025/2026), ***(in case of bid submitted by foreign bidders)***<br>• Manufacturer's written confirmation letter furnished by the manufacturer in accordance to the sample format included in ***Section IV, Bidding Forms.***stating that they guarantee to supply the goods as per the specification and quality mentioned in the bid document.**,**<br>• Certificate of Non-Contamination furnished by the manufacturer in accordance to the sample format included in ***Section IV, Bidding Forms.***stating that the Goods, manufactured is free from contamination of any radioactive element,<br>• Certificate of Chemical Analysis and Quality Test Report bearing official seal and signature should pertain to the offered materials and should be issued or endorsed by the government approved independent testing laboratories in the format included in ***Section IV, Bidding Forms***. Non-submission of the proper type of test report for the offered materials along with the bid shall render the bid liable to rejection. This report shall be for the current products,<br>• Certificate **of agricultural use** issued or endorsed by the government approved testing laboratories that the fertilizer to be supplied under this bid is fit for agricultural use. in the format included in ***Section IV, Bidding Forms,***<br>• Detailed Technical Specifications /Catalogues /Leaflet etc., including field performance/result reports. **(All such technical catalogues, charts etc. must be manufacturer's standard publications, without any alterations).**<br>• Written power of attorney duly authorized, indicating that the person(s) signing the bid has (ve) the authority to sign the Bid and thus that the bid is binding upon the Bidder during the full period of its validity.<br>• Company profile **(information regarding registration, place of business, organisation structure, the board of directors, branches, major business etc),**<br>• **Audited Financial Statement of last fiscal year**<br>• Documents to establish Bidder's qualification to perform the contract as specified in Section III Evaluation and Qualification Criteria.<br>• Disclosure of local agent (if any), including commission to be provided to the agent, type of currency, payment mode, any other terms and conditions with the agent and acceptance letter from the local agent.<br>• **Note:** Foreign bidders submitting their bid through their local representatives or agents in Nepal, must submit the power of attorney authorizing them to act for and on behalf of the principal in all matters regarding signing the contract, supply of goods under this bid. In such case the bid security must be prepared on behalf of the foreign bidder. Such representative firm/agent must be registered under the law of Nepal and a copy of the relevant registration documents i.e. (a copy of the Firm Registration Certificate, PAN/VAT registration certificate and Tax |





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| | clearance certificate for the Fiscal Year 2082/083must be attached along with the bid reponse. In case of any default by the local representatives or agents in Nepal, the principal shall be responsible in all matters. |
| **ITB 12.3 (c)** | The Bidder shall submit with its Price Bid the following additional documents: N/A |
| **ITB 14.1** | Alternative Bids ***"shall not be"***permitted |
| **ITB 15.6** | The Incoterms edition is: 2020 |
| **ITB 15.7 (a) iii, (b) ii & (c) v** | Final Destination (Project Site:<br>**CIP KSCL Office Birgnj, Nepal -**11,500 ***±2%*** M***T***<br>**CIP KSCL Office, Biratnagar, Nepal-** 8,500 ***±2%*** MT<br>**CIP KSCL Office Bhairahawa, Nepal -**10,000***±2%*** MT<br>**TOTAL – 30,000*±2%*MT**<br>**Empty Bags- 9,000 Pcs** |
| **ITB 15.7 (b) i** | For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterm: CIP **Birgnnj**, **Biratnagar and Bhairahawa,**Nepal |
| **ITB 15.7 (b) iii** | In addition to the CIP price specified in ITB 15.7 (b)(i), the price of the Goods manufactured outside Nepal may be quoted: UREA at Birgunj, Biratnagar & Bhairahawa Nepal, **warehouse** as mentioned in the Section V Schedule of Supply |
| **ITB 15.8** | **The prices quoted by the Bidder shall *not be Adjustable*** |
| **ITB 18.3** | Period of time the Goods are expected to be functioning (for the purpose of spare parts: N/A |
| **ITB 19.2** | ***A Manufacturer's Authorization letter is required for all the items listed in Section V Schedule of Requirements*** |
| **ITB 19.3** | The Bidder "is" required to include with its bid, evidence that it will be represented by an Agent in Nepal. |
| **ITB 20.1** | The bid validity period shall be **30 days** form the date of bid opening. |
| **ITB 21.1** | The bid must be accompanied by bid security with following requirements:<br>The amount and the currency of the Bid Security shall be: USD 373,000 The bid security shall be ***valid for minimum 60 days from the date of bid opening (i.e. February 18, 2027).*** |
| **ITB 21.2** | Not Applicable |
| **ITB 22.2** | The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to sign the bid |
| **D. Submission and Opening of Bids** | |
| **ITB 23.1** | Bidders shall have the option of submitting their bids ***"by electronic only"*** |
| **ITB 24.1** | For bid submission purposes only, the Purchaser's address is:<br>Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, Nepal |





| | |
|---|---|
| **ITB 24.1** | The deadline for bid submission is:<br>**Date:** DECEMBER 21, 2026.<br>**Time:** 13:00 hous (Nepal Standard Time) |
| **ITB 24.1** | If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed. |
| **ITB 27.1** | The bid opening shall take place at: ***[insert complete address of the place]***<br>Date: DECEMBER 21, 2026.<br>Time: 14:00 hous (Nepal Standard Time)<br>Place: Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, Nepal |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 37.1** | The date for the selling exchange rate shall be: ***original date of bid opening of Price Bid*** |
| **ITB 38.1** | Domestic preference *"shall not"* be a bid evaluation factor. |
| **ITB 39.3 (a)** | If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison. |
| **ITB 39.3 (e)** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:<br>(a) Deviation in Delivery schedule: ***No.***<br>**(b)** Deviation in payment schedule: ***No***<br>**(c)** the cost of major replacement components, mandatory spare parts, and service: ***No***<br>**(d)** the availability of spare parts in Nepal and after-sales services for the equipment offered in the bid ***No***<br>**(e)** the projected operating and maintenance costs during the life of the equipment ***No***<br>**(f)** the performance and productivity of the equipment offered; ***No*** |
| **F. Award of Contract** | |
| **ITB 42.1** | The maximum percentage by which quantities may be increased is: 15%<br>The maximum percentage by which quantities may be decreased is: 15% |
| **ITB 46.3** | No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000) |
| **ITB 46.9** | The bidder, filling application pursuant to ITB 46.4, shall have to furnih a cash amount ot Bank guarantee equal to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 27.8 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 43.1 |





# Section III. Evaluation and Qualification Criteria

The purpose of the Evaluation and Qualification Criteria (EQC) is to specify the criteria that the Purchaser will use to evaluate the Bids to determine the lowest evaluated substantially responsive bid and post-qualify the lowest-evaluated Bidder. The Purchaser must prepare the EQC and include it as a part of the Bidding Document. The EQC is not a Contract document and, therefore, it is not a part of the Contract.

# Table of Criteria

**1. Evaluation Criteria**

**1.1 Technical Criteria**

**1.2 Domestic Preference**

**1.3 Economic Criteria**

**1.4 Multiple Contracts**

**2. Qualification Criteria**





# Evaluation Criteria

Not Applicable

# Qualification Criteria

Except Qualification Requirements mentioned as optional, which may be specified as per requirements, the Procuring Entity shall specify the following Qualification Requirements without any substantial deviation.

## 2.1 Eligibility

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |

### 2.1.1 Conflict of Interest

| | | | | | |
|---|---|---|---|---|---|
| No conflicts of interest in accordance with ITB 4.3. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Technical Bid |

### 2.1.2 Government/DP Eligibility

| | | | | | |
|---|---|---|---|---|---|
| Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Technical Bid |

### 2.1.3 Government-Owned Entity

| | | | | | |
|---|---|---|---|---|---|
| Bidder required to meet conditions of ITB 4.5. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Technical Bid; Forms ELI – 1 and ELI - 2 |

### 2.1.4 UN Eligibility

| | | | | | |
|---|---|---|---|---|---|
| Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.7. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Technical Bid Submission Sheet |

### 2.1.5 Nationality

| | | | | | |
|---|---|---|---|---|---|
| Nationality in accordance with ITB 4.8. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Technical Bid; Forms ELI – 1 and ELI – 2 with attachments |

### 2.1.6 Other Eligibility

| | | | | | |
|---|---|---|---|---|---|
| Firm Registration Certificate | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |





| | | | | | |
|---|---|---|---|---|---|
| Firm Registration Certificate of local agent | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |
| VAT and PAN Registration certificate (of local Agent) | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |
| Tax Clearance Certificate/Tax return submission evidence/evidence of time extension for the F/Y **2082/2083**(of local Agent) | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |

**2.1.7 Bidder's Running Contracts**

| | | | | | |
|---|---|---|---|---|---|
| Bidders who have Three (3) or more contracts for Supply and Delivery of Fertilizer[2] through open competitive bidding and have failed to complete the shipment for atleast three contracts within the specified timelines as described in ITB Sub-Clause 4.11. | must meet requirement | existing or intended JV must meet requirement | must meet requirement | not applicable | Letter of Technical Bid, Form ELI-3 |

## 2.2 Pending Litigation.

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 (Fifty) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities. | Must meet requirement | Not applicable | Must meet requirement | Not applicable | Form LIT – 1 |

[2]Following Procurement of Works contracts shall not be counted for this purpose:

(i) a) The works for which tender were invited or contracts accepted before 2078-12-03 B.S (March 17, 2022 A.D)

(ii) b) The works for which tender have been invited and contracts accepted after 2078-12-03 B.S (March 17, 2022 A.D) but the work acceptance report has been approved according to Rule 117 of PPR.

c) The works for which tenders were invited or contracts accepted under all types of foreign assistance.





## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Submission of audited balance sheets and income statements for the lastyear to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive. | Must meet requirement | Not applicable | Must meet requirement | Not applicable | Form FIN – 1and Audited Financial Statement of Last Fiscal Year |

### 2.3.2 Average Annual Turnover-Not Applicable

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| NotApplicable | Must meet requirement | Must meet requirement | Must meet 25 % of the requirement | Must meet 40% of the requirement | Form FIN – 2 |

### 2.3.3 Financial Resources-Not Applicable

-

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Not Applicable | Must meet requirement | Must meet requirement | Must meet 25 % of the requirement | Must meet 40 % of the requirement | Form FIN - 3 |





## 2.4 Experience

### 2.4.1 General Experience

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor for at least the last **one year** prior to the applications submission deadline. | Must meet requirement | Not applicable | Must meet requirement | Not applicable | Form EXP – 1 and experience letter issuued by the Purchaser |

### 2.4.2 Specific Experience

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractorin at least oneContract within the last three (3) years, supply of chemical fertilizer with quantity of 24,000 (twenty four thousand) Metric Ton Chemical Fertilizer in any country. | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP – 2and experience letter issuued by the Purchaser |

### 2.4.3 Technical Experience (Optional)[3] Not Applicable

-

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Not Applicable | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP – 3 |



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**2.3.3Production Capacity (Optional)**Not Applicable

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Not Applicable | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP – 4 |



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# Section IV. Bidding Forms

**Notes on Bidding Forms**

The Purchaser shall include in the Bidding Documents all Bidding Forms that the Bidder shall fill out and include in its Bid. The forms contained in this section are to be completed by the Bidder and submitted as part of its Bid. As specified in this Section, these forms are the Letterof Technical Bid, Letter of Price Bid, the Bid Security, Price Schedules and the Bidder's Qualification Information Forms.





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# Letter of Technical Bid

***(The Bidder shall accomplish the** Letter of Technical Bid**in its Letter Head clearly showing the Bidders Complete name and address.)***

Date: ……
ICB No.: KSCL/U/ICB-201/083/084
Invitation for Bid No.: KSCL/U/ICB-201/083/084

To:
**Krishi Samagri Company Limited,**
**Kuleswor, Kathmandu.**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9.

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Section V (Schedule of Requirements), the following Goods and Related Services: ***[insert a brief description of the goods and related services]***

(c) Our Bid consisting of the Technical Bid and the Price Bidshall be valid for a period of 30 days from the date ofprice bid opening fixed by the Purchaser, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.8 and meet the requirements of ITB 3.4& 3.5

(e) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding processin accordance with ITB 4.3(e), other than alternative Bids in accordance with ITB 14;

(f) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(g) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;[4]

(h) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.

(i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

[4]Slect one of the options





| Name of Recipient | Address | Reason | Commission Amount | Type of currency | Mode of payment |
|---|---|---|---|---|---|
| | | | | | |

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

(j) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the purchaser.

(k) (k) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____





# ELI-1: Bidder's Information Form

*[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

| | | |
|---|---|---|
| 1. | Bidder's Legal Name: | ***[insert full name]*** |
| 2. | In case of JV, legal name of the representative member and of each member: | ***[insert full name of each member in the JV and specify the representative member]*** |
| 3 | Bidder's Country of Registration: | ***[insert country of registration]*** |
| 4. | Bidder's Year of Registration: | ***[insert year of incorporation]*** |
| 5. | Bidder's Legal Address in Country of Registration | ***[insert street/number/town or city/country]*** |
| 6. | Bidder's trading address: | ***[insert street/number/town or city/country]*** |
| 7. | Bidder's Telephone/Fax numbers: | ***[insert telephone/fax numbers, including country and city codes]*** |
| 8. | Bidder's Email Address: | ***[insert email address]*** |
| 9. | Bidder's Authorized Representative Information: | |
| | Name: | ***[insert full name]*** |
| | Address: | ***[insert street/number/town or city/country]*** |
| | Telephone/Fax numbers: | ***[insert telephone/fax numbers, including country and city codes]*** |
| | Email Address: | ***[insert email address]*** |

**Attached are copies of the following documents:**

1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8
2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2
3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.2
4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5



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# ELI-2: Joint Venture Information Form

Each member of the Joint Venture must fill out this form separatelyto provide information relating to each JV member.

| | | |
|---|---|---|
| 1. | **Bidder's legal name:** | ***[insert full name]*** |
| 2. | Joint Venture Partner's legal name: | ***[insert full name of Joint Venture Partner]*** |
| 3. | Joint Venture Partner's Country of Registration: | ***[insert country of registration]*** |
| 4. | Joint Venture Partner's Legal Address in Country of Registration: | ***[insert street/number/town or city/country]*** |
| 5. | Joint Venture Partner's Trading address | ***[insert street/number/town or city/country]*** |
| 6. | Joint Venture Partner's Year of Registration: | ***[insert year of registration]*** |
| 7. | Joint Venture Partner's Telephone/Fax numbers: | ***[insert telephone/fax numbers, including country and city codes]*** |
| 8. | Joint Venture Partner's Email Address: | ***[insert email address]*** |
| 9. | Joint Venture Partner's Authorized Representative Information: | |
| | Name: | ***[insert full name]*** |
| | Address: | ***[insert street/number/town or city/country]*** |
| | Telephone/Fax numbers: | ***[insert telephone/fax numbers, including country and city codes]*** |
| | Email Address: | ***[insert email address]*** |

1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB ITB 4.2 and ITB 4.8

2. Authorization to represent the firm named above, in accordance with ITB 22.2

3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5





## Form ELI - 3: Bidder's Running Contracts for the Supply and Delivery of Fertilizer

Each bidder or each member of a JV must fill in this form

| Number of Contract Signed with KSCL | | | | | |
|---|---|---|---|---|---|
| **Name of the contract** | **Contract Identification no.** | **L/C Issuance Date** | **Time line for Shipment** | **Shipment Date** | **Remarks** |
| **1** | **2** | **3** | **4** | **5** | **6** |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

- Mention ongoing contracts and signed with KSCL for the Supply and Delivery of Fertilizer
- If the shipment is done attach copy of evidence
- If time extensión is approved by KSCL, it will be considerd within given timeline.

## Form LIT 1:Pending Litigation Form

Each Bidder or member of a JV must fill in this form

**Choose one of the following:**

- No pending litigation, arbitrationor any other material events impacting the net worth and/or liquidity of the bidder.
- Below is a description of all pending litigation, arbitration involving the Bidderor any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).

| Year | Matter in Dispute | Value of Pending Claim in NRs | Value of Pending Claim as a Percentage of Net Worth |
|---|---|---|---|
| ***[insert year]*** | • Contract Identification***: [indicate complete Contract name, number, and any other identification]***<br>• Name of Purchaser: ***[insert full name]***<br>• Address of Purchaser: ***[insert street/city/country]***<br>• Matter in dispute: ***[indicate main issues in dispute]***<br>• Party who initiated the dispute: ***[indicate "Purchaser" or "Supplier"]***<br>• Status of dispute: ***[indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]*** | ***[insert amount]*** | ***[insert amount]*** |
| | | | |
| | | | |
| | | | |





# Form FIN-1: Financial Situation Form

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

**Joint Venture Partner:** ***[Insert Name of Joint Venture Partner]***

| Financial Data for Previous …….Years (in NRs) | | |
|---|---|---|
| **Year 1:** | **Year 2:** | **Year …..:** |

**Information from Balance Sheet**

| | | | |
|---|---|---|---|
| **Total Assets (TA)** | | | |
| **Total Liabilities (TL)** | | | |
| **Net Worth = TA-TL** | | | |
| **Current Assets (CA)** | | | |
| **Current Liabilities (CL)** | | | |
| **Working Capital = CA-CL** | | | |

**Information from Income Statement**

| | | | |
|---|---|---|---|
| **Total Revenues** | | | |
| **Profits Before Taxes** | | | |
| **Profits After Taxes** | | | |

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for number of years, as indicated above, complying with the following conditions:

- All such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



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## Form EXP-1: General Experience

*[The following table shall be filled in for the Bidder and for each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]*

*[Identify contracts that demonstrate continuous supply over the past [number] years. List contracts chronologically, according to their commencement (starting) dates.]*

| General Experience | | | |
|---|---|---|---|
| **Starting Year** | **Ending Year** | **Contract Identification** | **Role of Bidder** |
| ***[indicate year]*** | ***[indicate year]*** | • Contract name: ***[insert full name]***<br>• Brief description of the supply performed by theBidder: ***[describe supply performed briefly]***<br>• Amount of contract: ***[insert amount]***<br>• Name of Purchaser: ***[indicate full name]***<br>• Address: ***[indicate street/number/town or city/country]*** | ***[insert "Prime Supplier"(Single entity or JV member) or "Subcontractor"]*** |
| | | | |
| | | | |
| | | | |

**Note: The Bidder shall complete this form for each contract completed and must submit contract completion certifícate issued by the Purchaser**





## Form EXP-2: Specific Experience Form

*[The following table shall be filled in for contracts performed by the Bidder and by each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]*

<table>
<tr><th colspan="4">Contract of Similar Nature</th></tr>
<tr><th>Item</th><th colspan="3">Information</th></tr>
<tr><td>Contract Identification</td><td colspan="3">[insert contract name and reference identification number, if applicable]</td></tr>
<tr><td>Award date</td><td colspan="3">[insert day, month, year, e.g., 10 January, 2022]</td></tr>
<tr><td>Completion date</td><td colspan="3">[insert day, month, year, e.g., 12 July, 2022]</td></tr>
<tr><td rowspan="2">Role in Contract<br>[check the appropriate box]</td><td colspan="2">Prime supplier</td><td rowspan="2">Sub contractor<br>☐</td></tr>
<tr><td>Single entity<br>☐</td><td>JV Member<br>☐</td></tr>
<tr><td>Total Contract amount</td><td colspan="2">[insert total contract amount]</td><td>[Insert Currency]</td></tr>
<tr><td>Description of the contract performed by the Bidder</td><td colspan="3">[Insert brief description of contract to justify similarity]</td></tr>
<tr><td>If partner in a JV or subcontractor, specify participation of total Contract amount</td><td colspan="2">[Insert percent of total]</td><td>[Insert Amount]</td></tr>
<tr><td>Purchaser’s Name:</td><td colspan="3">[Insert full name]</td></tr>
<tr><td>Purchaser’s Address:</td><td colspan="3">[indicate street / number / town or city / country]</td></tr>
<tr><td>Purchaser’s Telephone/fax number:</td><td colspan="3">[insert telephone/fax numbers, including country andcity area codes]</td></tr>
<tr><td>Purchaser’s E-mail:</td><td colspan="3">[insert E-mail address, if available]</td></tr>
</table>

The Bidder shall complete this form for each contract completedand must submit contract completion certifícate issued by the Purchaser.





# Form Spec-1: Bidder's proposed Specification Form

*The bidder shall fill this form to provide the information on technical specifications and standards of offered goods. Bidder's Proposed Technical Specifications and Standards in column 4 shall comply with the Purchaser Requirement (Specifications and standards) specified by the Purchaser in the Schedule of Requirements.*

**Product & Grade**

**UREA 46-0-0**

| Item No | Name of Goods or Related Service | Country of Origin and Brand | Bidder's Proposed TS and Standards | | Status of compliance *[insert status]* |
|---|---|---|---|---|---|
| | | | **Characteristics** | **Offered specification** *[insert offered specifications]* | |
| **1** | **2** | **3** | **4** | | **5** |
| **1** | **UREA 46-0-0** | *[insert country of Origin and Brand name]* | **Physical Conditions:** | | |
| | | | Description | | |
| | | | Particle Size | | |
| | | | **Chemical Compositions:** | | |
| | | | Moisture Percent by weight, Maximum | | |
| | | | Total Nitrogen Percent by weight, Minimum | | |
| | | | Biuret Percent by weight, Maximum | | |
| | | | Quantity: | 30,000±2% MT | |
| | | | Packing: | Bagged 50 Kg Net Weight | |

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

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

Title: [insert title]

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

Dated on _____ day of _____,





# Bid Security

**Bank Guarantee**

***Bank's Name, and Address of Issuing Branch or Office***

***(On Letter head of the Bank)***

[This is the format for the Bid Security to be issued on the letterhead by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law of Nepal]

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

**Date:** ***[insert date]***

**Beneficiary:** ***Krishi Samagri Company Limited,***
**Head Office,** ***Kuleswar, Kathnadu, Nepal***

**BID GUARANTEE No.:** ***[insert number]***

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of ***Supply and Delivery of Chemical Fertilizer-(UREA 46-0-0), 30,000 (±2%) MT***under Invitation for Bids No: ***KSCL/U/ICB-201/083/084***("the IFB").

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

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

(a) has withdrawn or modifies its Bid:
  i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission
  (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) changes the prices or substance of the bid while providing information pursuant to clause 29.1 of ITB; or

(d) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

(e) is involved in fraud and corruption in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid which comes to be ***[insert the date]***. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758[5].

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

*[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]*

[5]As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.





# Manufacturer's Authorization Letter

[*This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]*

Date: *[insert date of Bid Submission]*

IFB No.: *[insert number]*

To:

***Krishi Samagri Company Limited***
**Head Office,** *Kuleswar, Kathmandu*

WHEREAS *[insert complete name of Manufacturer or Manufacturer's authorized agent]* who are official manufacturers of *[insert type of goods manufactured]* having factories at*[insert full address of Manufacturer's factories]*,do hereby authorize *[insert complete name of Bidder]* exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name and/or brief description of the goods]*and to subsequently sign the Contract.

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

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

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

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

Duly authorized to sign the Authorization for and on behalf of: ***[insert complete name of Manufacture]***

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

# Non-Contamination Certificate

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated and should bear official seal. This letter non contamination should be on the letterhead of the Manufacturer and should be signed. The Bidder shall include it in its bid.]

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

To:

**Krishi Samagri Company Limited**
**Head Office**
**Kuleshwor, Kathmandu, Nepal.**

This with reference to your notice on the Supply and delivery of Urea Fertilizer, (UREA 46-0-0) 30,000±2% MT KSCL/U/ICB-201/083/084

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the above Goods, manufactured by us, is free from contamination of any radioactive element.

Signed: [insert signature(s) with

Name: [insert complete name(s)

Title: [insert title]

Date: [insert date]





# Certificate of Chemical Analysis and Quality Test Report

[The Bidder shall require the Government Approved Independent Testing Laboratory to fill or endorse in this Form in accordance with the instructions indicated and should bear official seal. This letter of Analysis Test Report should be on the letterhead of the Government Approved Independent Testing Laboratory or endorsed by such Laboratory and should be signed by a person with the proper authority to sign documents. The Bidder shall include it in its bid.]

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

To:
**Krishi Samagri Company Limited**
**(Head Office) Kuleshwor, Kathmandu, Nepal**.

This with reference to your notice on the Supply and delivery of UreaFertilizer, (UREA 46-0-0) 30,000±2% MT KSCL/U/ICB-201/083/084

We [insert complete name and address of Government Approved Independent Testing Laboratory], who are Government Approved Independent Testing Laboratory of [insert type of goods testing], do hereby certify/endorse the results of test report of the [insert name of the product] offered by [insert complete name of Bidder] and the product of [insert complete name of manufacturer] results test report as follows:

**Product & Grade**

**Urea (46-0-0)**

**Specification of Urea Fertilizer & Quantity Required:**

1. Physical Condition
   - 1.1 Description : Free flowing, white
   - 1.2 Form : Prilled or granular
   - 1.3 Particle Size
     - For Prilled : 90 percent of the material shall pass through 2.8 mm IS sieve and not less than 80 percent by weight shall be retained on 1 mm IS sieve.
     - For Granular : Not less tan 90 percent of the material shall pass through 4 mm IS seive and be retained on 2 mm IS seive. Not more than 5 percent shall be below 2 mm IS seive.
2. Chemical Composition
   - 2.1 Moisture Percent by weight, Maximum : 1.0
   - 2.2 Total Nitrogen Percent by weight, Minimum : 46.0
   - 2.3 Biuret Percent by weight, Maximum : 1.5
3. Quantity : 30,000±2% MT
4. Packing : Bagged 50 Kg net.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*
Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*
Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*
Dated on _____ day of _____, _____ *[insert date of signing]*





**ANNEX - VI**

# Certificate of Agricultural Use

[The Bidder shall require the Government Approved Independent Testing Laboratory to fill or endorse in this Form in accordance with the instructions indicated and should bear official seal. **This Certificate of Agriculture Use should be on the letterhead of the Government Approved Independent Testing Laboratory** or endorsed by such Laboratory and should be signed by a person with the proper authority to sign documents. The Bidder shall include it in its bid.]

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

To:
**Krishi Samagri Company Limited,**
**Head Office,**
**Kuleshwor, Kathmandu, Nepal.**

This with reference to your notice on the Supply and delivery of UreaFertilizer, (UREA 46-0-0) 30,000±2% MT KSCL/U/ICB-201/083/084

We [insert complete name and address of Government Approved Independent Testing Laboratory], who are Government Approved Independent Testing Laboratory of [insert type of goods testing], do hereby certify the [insert name of the product] offered by [insert complete name of Bidder] and the product of [insert complete name of manufacturer] are fit for agricultural use.

Signed: [insert signature(s) with seal of authorized representative(s) of the Government Approved Independent Testing Laboratory]

Name: [insert complete name(s) of authorized representative(s) of the Government Approved Independent Testing Laboratory]

Title: [insert title]

Dated: [insert date]

# Letter of Price Bid

**The Bidder must accomplish the Letter of Price Bid in its letterhead clearly showing the Bidder's complete name and address.**

Date: …….....
ICB No.: KSCL/U/ICB-201/083/084
Invitation for Bid No.: KSCL/U/ICB-201/083/084

To:
**Krishi Samagri Company Limited,**
**Kuleswor, Kathmandu.**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the **Section V (**Schedule of Requirements**)**, the following Goods and Related Services: ***[insert a brief description of the goods and related services]***

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is:

***[Incase of only one lot/package, insert the total Bid Price in words and figures];***

***[Incase of multiple lots/packages, insert the total price of each lot/package]***

(d) The discounts offered and the methodology for their application are:
The discounts offered are: ***[specify in detail each discount offered]***
The exact method of calculations to determine the net price after application of discounts is shown below: ***[specify in detail the method that shall be used to apply the discounts]***;

(e) Our bid shall be valid for a period of ***30 days*** from the date of Price bid opening fixed by the Purchaser, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(g) We understand that this bid, together with your written acceptance thereofincluded in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(i) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

(j) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.

Name: .....

In the capacity of….

Signed ……...

Duly authorized to sign the Bid for and on behalf of……

Date……....

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# Price Schedules

## Goods Manufactured Outside the Nepal, to be Imported

Currencies in accordance with ITB Sub-Clause 15 Date:……..
ICB No: KSCL/U/ICB-201/083/084

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|
| Line Item N° | Description of Goods & delivery site | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price CIP *[as stated below]* in accordance with ITB 15.6(b)(i) (In USD) | | Total, Price (In USD) |
| | | | | | In figure | In Words | |
| *1* | **Urea (46-0-0) for Birgunj, Biratnagar/Sonapur/Itahari& Bhairahawa Warehoue including 9,000 Pcs of spare bags** | | *Delivery within 107 Days from the date of L/C opening.* | **30,000 ± 2% MT** | | | |

| | |
|---|---|
| Total Bid Price in Words: | |
| Name and Address of Local Agent | |
| Commission to be paid | |
| Type of Currency | |
| Mode of Payment | |

Note: i) Price for 1.5 (one and half) percentspare bags, custom duty for spare bags and other incidetal costs shall be included in the bid proce.
ii) Price of India origin fertilizers shall be paid in Indian Currency only
iii) Domestic bidders may quote the bid price in US $, However, payment shall be made in Nepalese currency at the exchange selling rate published by the Nepal Rastra Bank on the day of the payment.
iv) Country of Origin must be mentioned as per the documents submittedas per ITB 12.2 h in the Technical Bid Response. Other country of origin will not be acceptable

Name of Bidder:……..
Signature of Bidder: ……..
Date: ……

Name of the Local Agent*:* ……..
Address Local Agent: ……





# Section V. Schedule of Requirements

The Schedule of Requirements shall be included in the Bidding Documents by the Purchaser, and shall cover, at a minimum, a description of the Goods and Related Services to be supplied and the Delivery Schedules.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV.

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Krishi Samagri Company Limited
Head Office
Kathmandu

# 1. List of Goods and Related Services

| Item No. | Name of Goods or Related Services | Description | Unit of Measurement | Quantity |
|---|---|---|---|---|
| 1 | Urea (46-0-0) | For Birgunj Ware house - 11,500 MT<br>For Biratnagar/Sonapur/Itahari Warehouse- 8,500 MT<br>For Bhairahawa Warehouse-10,000 MT | Metric Ton | 30,000±2% |
| 2 | Spare bags | For Birgunj Ware house -3,450 Pcs<br>For Biratnagar Warehouse -- 2,550 Pcs<br>For Bhairahawa Warehouse - 3,000 Pcs | Pieces | 9,000 |

## 2. Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

| Line Item N° | Description of Goods & delivery site | Quantity | Physical unit | Final (Project Site) Destination as specified in BDS | Delivery (as per Incoterms) Date / Latest Delivery Date | Bidder's Offered Delivery date [*to be provided by the bidder*] |
|---|---|---|---|---|---|---|
| | | | | | | |
| *1* | **UREA (46-0-0) for Birgunj Warehouse** | 11,500 | ***Metric Ton*** | *KSCL Warehouse* ***Birgunj*** | *Delivery within 107 Days from the date of L/C opening.* . | |
| | **Spare bags for Birgunj** | 3,450 | ***Pcs*** | | | |
| 2 | **UREA (46-0-0) for Biratnagar/Sonapur/Itahari Warehouse** | 8,500 | ***Metric Ton*** | *KSCL Warehouse* **Biratnagar** | | |
| | **Spare bags for Biratnagar** | 2,550 | ***Pcs*** | | | |
| 3 | **UREA (46-0-0) for Bhairahawa** | 10,000 | ***Metric Tn*** | *KSCL Warehouse* **Bhairahawa** | | |
| | **Spare bags for Bhairahawa** | 3,000 | ***Pcs*** | | | |

# 3. Technical Specification

**Notes on Technical Specifications**

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract.The Purchaser shall prepare the detailed TS by taking into account that:

- The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.
- The TS shall require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
- The use of metric units is encouraged.
- Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. The TS should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided. Where unavoidable, such item description should always be followed by the words "or equivalent." When other particular standards or codes of practice are referred to in the TS, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- The TS shall be fully descriptive of the requirements in respect of, but not limited to, the following:
  (a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
  (b) Detailed tests required (type and number).
  (c) Other additional work and/or Related Services required to achieve full delivery.
  (d) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.
  (e) List of detailed functional guarantees covered by the Warranty and the specification of the penalties to be applied in the event that such guarantees are not met.
- The TS shall specify all essential technical and performance characteristics and





requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. The Purchaser shall include an additional Bidding Form, Form Spec-1 (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the Purchaser requests that the Bidder provides in its Bid a part or all of the TS, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid (Form Spec-1).





## Purchaser Requirement

## Technical Specifications

**Product & Grade**

**Urea (46-0-0)**

**Specification of Urea Fertilizer & Quantity Required:**

1. Physical Condition
   - 1.1 Description : Free flowing, white
   - 1.2 Form : Prilled or granular
   - 1.3 Particle Size
     - For Prilled : 90 percent of the material shall pass through 2.8 mm IS sieve and not less than 80 percent by weight shall be retained on 1 mm IS sieve.
     - For Granular : Not less tan 90 percent of the material shall pass through 4 mm IS seive and be retained on 2 mm IS seive. Not more than 5 percent shall be below 2 mm IS seive.
2. Chemical Composition
   - 2.1 Moisture Percent by weight, Maximum : 1.0
   - 2.2 Total Nitrogen Percent by weight, Minimum : 46.0
   - 2.3 Biuret Percent by weight, Maximum : 1.5
3. Quantity : 30,000±2% MT
4. Packing : Bagged 50 Kg net.

**2. Specification of Bags:**

The fertilizer should be packed 50 kg. Net in white polypropylene woven bags with polyethylene inner bags. The weight of outer polypropylene bag and inner polyethylene bag should not be less than 230 gram. Size of the bag should be about 40"×22" and fiber construction outer bag should be not less than 10 ×10 per square inch. The bags should be stitched with strong synthetic thread.

The Spare bags should also follow same specification.

## 4. Drawaing of Bag marking

**One Side**

# नेपाल सरकारबाट
# अनुदानित रसायनिक मल

कृषक

**युरिया**

(एन.पि.केः४६-०-०)

मूल्य रु. प्रतिबोरा (५० के.जी)
औषत खरिद मूल्यः .....।
औषत अनुदान मूल्यः.....।
औषत बिक्री मूल्यः .....।
(वीरगंज, भैरहवा र विराटनगर)

**वितरक**

कृषि सामग्री कम्पनी लिमिटेड
कुलेश्वर, काठमाण्डौ
टेलिफोन नं.: ०१-५३७४८१९
इमेलः procurement@kscl.gov.np

**आपूर्तिकर्ता**

आपूर्तिकर्ताको लोगो

(आपूर्तिकर्ताको नाम)
(आपूर्तिकर्ताको ठेगाना)
टेलिफोन नं.: ..... इमेलः .....

उत्पादक देशः.....
सम्झौता नम्बर.:...
उत्पादन बर्षः

खुद तौलः ५० के.जी
कुल तौलः ५०.२३० के.जी
(प्याकिङ गर्दा)

Other Side

# नेपाल सरकारबाट
# अनुदानित रासायनिक मल

कृषक

**Urea**

(NPK 46-0-0)

**Distributed By**

Krishi Samagri Company Limited
Kuleshwor, Kathmandu
Tel.: 01-5374819
E-mail: procurement@kscl.gov.np

Manufacture's Logo

**Manufactured By**
(Name of Manufacture)
(Address of Manufacture)
Tel.:…….. E-mail:……

Country of Origin: ..... Net Weight: 50 Kg.
Contract No.: ……. Gross Weight: 50.230 Kg
Manufactured Year: ….……(When Packed)

Note: Spare bags may be used for any sweeping or repacking. However a certificate from concerned authorities must be submitted showing the number of spare bags so used. For any shortage of spare bags except used in repacking or sweepings US $ 1.00 for each bag will be realized from the supplier.

# 5. Inspection and Test

The following inspections and tests shall be performed for the final acceptance:

a) Societe General De Surveillance (SGS) shall inspect the fertilizer at the place of loading. SGS shall issue an inspection certificate of quality and quantity of the fertilizer to certify that the goods are in good order and condition and being confirm to the specifications herein stated. The certificate of non- contamination should also be issued by SGS based on appropriate test of fertilizer being shipped. Expenses incurred for such inspection and test shall be in the Supplier account.

b) The purchaser shall appoint an independent surveyor authorized by Ministry of Agriculture and Livestock Development for the inspection and test the compliance with the requirements of Technical Specifications, in case KSCL wish to inspect and test the fertilzer.

c) The inspection shall be carried out at the place of delivery (i.e. Biratnagar, Birgunj and Bhairahawa) soonest possible after the arrival of the complete consignment and not later than twenty one days from the date of receipt of notification from the Supplier stating that the goods are ready for inspection. Expenses included for such inspection and test shall be in the buyer account.

d) The Supplier or his representative shall be responsible for testing and demonstrating to the Purchaser's surver that the fertilizer meets the specification requirements.

e) All expenses involved in demonstrating compliance of the offered goods to the specifications shall be at the expense of the Supplier. Supplies claimed to be not in conformity with required specification, KSCL will evidence with reference thereto. and rejeted, which has to be substituted by the Supplier with required quality free of cost otherwise payment will be withheld.

f) The Supplier shall be completely responsible for the goods until accepted by the Purchaser and should there be goods are claimed to be not in conformity with required specification, the Supplier will be responsible to substitute the said goods of required quality and quantity at free of cost, failing which remaining payment shall be withheld. A simple written notification for non conformity of goods given by the applicant will be sufficient to the LC issuing bank for withholding the payment

*g)* As soon as the goods have been found to meet all the requirements of the contract, the Purchaser shall issue a certificate of acceptance and the warranty period of the said goods shall be enforced from the date of this certificate.

# Section VI. General Conditions of Contract

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

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

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# Section VI. General Conditions of Contract

| | |
|---|---|
| **1. Definitions** | 1.1. The following words and expressions shall have the meanings hereby assigned to them:<br>(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.<br>(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.<br>(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.<br>(d) "Day" means calendar day.<br>(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.<br>(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.<br>(g) "GCC" means the General Conditions of Contract.<br>(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.<br>(i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).<br>(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.<br>(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.<br>(l) "SCC" means the Special Conditions of Contract.<br>(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.<br>(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named |

| | |
|---|---|
| | as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.<br>(o) "GoN" means the Government of Nepal.<br>(p) "The Site," where applicable, means the place named in the SCC. |
| **2. Contract Documents** | 2.3 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. |
| **3. Fraud and Corruption** | 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of GCC Clause 34.1 shall apply.<br>For the purposes of this Sub-Clause:<br>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<br>(ii) "fraudulent practice"6 is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<br>(iii) "collusive practice"7 is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<br>(iv) "coercive practice"8 is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<br>(v) "obstructive practice" is<br>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or<br>(bb) acts intended to materially impede the exercise of the GoN/DP's inspection and audit rights provided for under ITB |

6 a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

7 "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

8 a "party" refers to a participant in the procurement process or contract execution.





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| | Clause 3.5 and GCC Clause 25.<br>3.2 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:<br>if it is established that the Supplier committed acts specified in ITB 3.2,<br>(a) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.<br>3.3 Incase of DP funded bid, DP:<br>(a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timelyand appropriate action satisfactory to the Bank to remedy the situation;<br>(b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and<br>(c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank. |
| **4. Interpretation** | 4.1 If the context so requires it, singular means plural and vice versa.<br>4.2 Incoterms<br>(a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.<br>(b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or **as specified in the SCC**.<br>4.3 Entire Agreement<br>The Contract constitutes the entire agreement between the Purchaser |

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| | and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.<br>4.4 Amendment<br>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.<br>4.5 Nonwaiver<br>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.<br>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.<br>4.6 Severability<br>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| **5. Language** | 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in the SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.<br>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. |
| **6. Joint Venture, Consortium or Association** | 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.<br>6.2 The contractor shall not handover the responsibility of the |

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| | contract to any one member or some members of Joint Venture or any other parties, not involved in the contract. |
| **7. Notices** | 7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt.<br>7.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later. |
| **8. Governing Law** | 8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal. |
| **9. Settlement of Disputes** | 9.1 The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.<br>9.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC. |
| **10. Scope of Supply** | 10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements. |
| | 10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract. |
| **11. Delivery** | 11.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are **specified in the SCC**. |
| **12. Supplier's Responsibilities** | 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11. |
| **13. Purchaser's Responsibilities** | 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. |

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| | 13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1. |
| **14. Contract Price** | 14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.<br>14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC. |
| **15. Terms of Payment** | 15.1 The Contract Price shall be paid **as specified in SCC**.<br>15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11.1 and upon fulfillment of all the obligations stipulated in the Contract.<br>15.3 Unless otherwise specified in the SCC, the Purchaser shall retain from each payment due to the Contractor the proportion stated in the SCC. Half of the total amount retained shall berepaid to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligationsand half when the supplier has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.<br>15.4 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.<br>15.5 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as specified in the SCC.<br>15.6 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.4, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made. |
| **16. Taxes and Duties** | 16.1 For goods supplied from outside Nepal, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal. However, Tax deduction at source shall be applied as per taxation laws of Nepal.<br>16.2 For goods supplied from within the Nepal, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Tax deduction at source shall be applied as per taxation law of Nepal.<br>16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Nepal, the Purchaser shall use its |

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| | best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| **17. Performance Security** | 17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.<br>17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.<br>17.3 The Performance Security shall be denominated inthe currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.<br>17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations. |
| **18. Copyright** | 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. |
| **19. Confidential Information** | 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.<br>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.<br>19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 |

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| | above, however, shall not apply to information that:<br>(a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;<br>(b) now or hereafter enters the public domain through no fault of that party;<br>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or<br>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.<br>19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.<br>19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract. |
| **20. Subcontracting** | 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.<br>20.2 Subcontracts shall comply with the provisions of GCC Clauses 3. |
| **21. Specifications and Standards** | 21.1 Technical Specifications and Drawings<br>(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.<br>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.<br>(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.<br>21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser |

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| | and shall be treated in accordance with GCC Clause 32. |
| **22. Packing and Documents** | 22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.<br>22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser. |
| **23. Insurance** | 23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC. |
| **24. Transportation** | 24.1 Obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements. |
| **25. Inspections and Tests** | 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.<br>25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.<br>25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.<br>25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission |

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| | or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.<br><br>25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.<br><br>25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.<br><br>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.<br><br>25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| **26. Liquidated Damages** | 26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34. |
| **27. Warranty** | 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.<br><br>27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal. |

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| | 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.<br><br>27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.<br><br>27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.<br><br>27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| **28. Patent Indemnity** | 28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:<br><br>(a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and<br><br>(b) The sale in any country of the products produced by the Goods.<br><br>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.<br><br>28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.<br><br>28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such |

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| | proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.<br>28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.<br>28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser. |
| **29. Limitation of Liability** | 29.1 Except in cases of gross negligence or willful misconduct :<br>(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and<br>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement. |
| **30. Change in Laws and Regulations** | 30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14. |
| **31. Force Majeure** | 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform |

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| | its obligations under the Contract is the result of an event of Force Majeure.<br><br>31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.<br><br>31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| **32. Change Orders and Contract Amendments** | 32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:<br><br>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;<br><br>(b) the method of shipment or packing;<br><br>(c) the place of delivery; and<br><br>(d) the Related Services to be provided by the Supplier.<br><br>32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.<br><br>32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| **33. Extensions of Time** | 33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least twenty one (21) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's |

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| | notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.<br><br>33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| **34. Termination** | 34.1 Termination for Default<br><br>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:<br><br>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;<br><br>(ii) If the Supplier fails to perform any other obligation under the Contract.<br><br>(iii) The supplier uses the advance payment for matters other than the contarctual obligations.<br><br>(iv) The purchaser may terminate the contract at any time in the following condition.<br><br>(a) does not commence the work as per the contract,<br><br>(b) abandons the contract with out completing,<br><br>(c)Fails to achieve progress as per the contract.<br><br>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to pay to the Purchaser for any whole costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.<br><br>if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.<br><br>34.2 Termination for Insolvency<br><br>The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to |

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| | the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.<br><br>34.3 Termination for Convenience<br><br>(a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.<br><br>(b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:<br><br>(i) To have any portion completed and delivered at the Contract terms and prices; and/or<br><br>(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| **35. Assignment** | 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |

# Section VII. Special Conditions of Contract

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

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| **GCC 1.1(i)** | The Purchaser's country is: **Nepal** |
| **GCC 1.1(j)** | The Purchaser is:Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu |
| **GCC 1.1 (p)** | The Site is: KSCL Warehouse **Biratnagar, Birgunj and Bhairahawa** |
| **GCC 4.2 (b)** | The version of Incoterms shall be: 2020 |
| **GCC 5.1** | The language shall be: **English** |
| **GCC 7.1** | For **notices**, the Purchaser's address shall be:<br>Name and Address of the Purchaser: **Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu**<br>***Phone : 5374819, 5379715;***<br>***E-mail : procurement@kscl.gov.np*** |
| | For **notices**, the Suppliers's address shall be: **[*insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]***<br>Name and Address of the Supplier:<br>Telephone number:<br>Facsimile number:<br>e-mail Address: |
| **GCC 9.2** | In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepalat Kathmandu<br>The forfeitures of the Performance Security as per the conditions of contract shall not be under the jurisdiction of Arbitrator and cannot be arbitrated upon |
| **GCC 10.1** | The Scope of Supply shall be defined in: ***"Section V, Schedule of Requirements"*** |
| **GCC 11.1** | Details of shipping and documents to be furnished by the Supplier shall be:<br>"For Goods supplied from abroad as per Incoterms CIP:<br>Within 3 working days of the vessel's departure from port of loading, the Supplier/Supplier's shipping agent shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, the vessel, Vessels sailing date, Name of the steamship, Name and registration number of the vessel, Flags of the vessel, Name of the ship's captain, Tonnage (DWT) of the vessel, Ocean Bill of lading number and date, Net quantity loaded, Number of hatches on vessel, Estimated time of arrival at the port of discharge i.e.. Kolkata/Haldia.<br>The Supplier or the vessel master shall give 20 (twenty) days and 7 (seven) days provisional notice and 72/36/24 hour final of vessel's estimated time of arrival at the port of discharge to the Purchaser and Purchaser's agent at the port of dischargei.e. Kolkata/Haldia. Such notice shall be effected during normal |

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| | business hour and whether in berth or not. When all the goods are delivered at Nepal (Biratnagar, Birgunj and Bhairahawa KSCL warehouses) it will be considered as delivered.<br><br>The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:<br><br>a) Three (3) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;<br><br>b) Original and two (2) copies of delivery note in the name of Purchaser and shall include the number of L/C)<br><br>c) Original certificate of manufacturer certifying quality of goods.<br><br>d) Charter party Agreement (if any)<br><br>e) Original Certificate of quality, quantity issued by SGS at the place of loading.<br><br>f) Original Certificate of non-contamination and certificate of fit for Agriculture use issued by SGS at the place of loading.<br><br>g) Three (3).copies of inspection certificate issued by Societe General Surveillance (SGS) at the place of loading.<br><br>h) Three (3) copies of the packing list showing gross/net weight and number of ocean bill of lading.<br><br>i) Original and three (3) copies of insurance policy insurance certificate covering all marine risks and non-delivery including TPND, SRCC, water damage etc<br><br>j) Three (3) copies of Manufacturer's or Supplier's warranty certificate;<br><br>k) Original and three (3) copies of certificate of origin. issued or endorsed by the chamber of commerce<br><br>l) Railway/Truck receipt and evidence on the arrival of Goods in the custom (Dryport) of Nepal (Only applicable<br><br>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 14.2** | The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.. |
| **GCC 15.1** | GCC 15.1—The terms of payment to be made to the Supplier under the contract shall be as follows:<br><br>**The payment shall be made:**<br><br>through an irrevocable confirmed letter of credit opened in favour of the Supplier,<br><br>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:<br><br>**Payment for Goods supplied from abroad to foreign bidders**<br>Payment of foreign currency portion shall be made in USD in the following manner:<br><br>(i) **On Shipment: Ninety** (90) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 11.1. **(In case of packing in the** |

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| | **country of origin)**<br>Or<br>(ii) **On arrival of Goods at dry-port: Ninety** (90) percent of the Contract Price of the **Goods** shipped and arrived of Goods in the custom (Dryport) of Nepal shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 11.1. **(In case of packing of fertilizer out side the country of origin)**<br>(iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be released from irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, within thirty (30) days upon successfull delivery of fertilizer at (KSCL's es (i.e. Biratnagar, Birgunj and Bhairahawa) including submission of required custom related documents (Custom Transit Declaration, Pragyapanpatra, Bi:Bi:Ni) and goods received reports (Chalani, Malprapti) and upon submission of claim supported by the acceptance certificate issued by the Purchaser.<br><br>Note: 5% of the contract price shall be deducted as Tax Deduction at Source (TDS) from foreign Suppliers and TDS shall be deducted in accordance with the prevailing Tax law of Nepal**from Local Suppliers.** |
| | Payment to Domestic Bidders shall be made in Nepalese currency in the followinng manner at the exchange selling rate established by the Nepal Rastra Bank on the day of payment:<br><br>A**dvance Payment:**)<br>(i) Ten (10) percent of the Contract Price shall be paid within forty (40) days of signing of the Contract through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in Nepal upon submission of bank guarantee for the equivalent amount in the form provided in the bidding documents or another form acceptable to the Purchaser and upon submission of evidence of shipment of the fertilizer.<br>(ii) **On** A**cceptance: Ninety** (90) percent of the Contract Price shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in Nepal, upon submission of documents specified in GCC Clause 11.1<br>**Advance payment shall be settled proportionately in this payment**.<br>(iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be released from irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, within thirty (30) days upon successfull delivery of fertilizer at (KSCL's warehouses (i.e. Birgunj, Biratnagar, and Bhairahawa) including submission of required custom related documents (Custom Transit Declaration, Pragyapanpatra, Bi:Bi:Ni) and goods received reports (Chalani, Malprapti) and upon submission of claim supported by the acceptance certificate issued by the Purchaser through independent surveyor authorized by ministry of agriculture and Livestock development. However, the Purchaser may deduct as necessary, in accordance with the contract conditions.<br><br>If L/C has not been opened, The payment to Supplier shall made from the Purchaser's bank |

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| | account under same conditions stated above.<br><br>Note: 5% of the contract price shall be deducted as Tax Deduction at Source (TDS) from foreign Suppliers and TDS shall be deducted in accordance with the prevailing Tax law of Nepal**from Local Suppliers** |
| **GCC 15.2** | 15% of CIP value shall be deducted in case of any shortage, sweeping, leaching and non-delivery quantiy of Goods. |
| | **Letter of Credit Terms**<br>i. All bank charges, commissions at Purchaser's bank will be in Purchaser's account. All bank charges and commissions at Supplier's bank will be borne by the Supplier.<br>ii. The documentary letter of credit is subject to the Uniform Rules and Practice for Documentary Credits, 1993 revision, issued by the ICC, publication 600<br>iii. Partial shipment allowed. One third of the total contract quantity must be shipped.<br>iv. Shipping documents presented within 21 (twenty-one) days after the date of the bill of lading but within letter of credit validity are acceptable.<br>v. Quantity and amount of letter of credit (±2%) percent allowed.<br>vi. Documents wording (pct) or (%) or (0/0) or (percent) is acceptable.<br>vii. All the documents in languages other than English must be accompanied with and by the official English translation.<br>viii. Amendment charges will be at faulty party's account.<br><br>**Other Terms:**<br>i. Within 10 days of the establishment of L/C, the domestic bidder shall submit the evidence of the opening of L/C in its bank and placing order for the supply of the fertilizer to the concerned manufacturer.<br>ii. Payment of local currency portion shall be made in Nepalese Rupeeswithin thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.<br>iii. Price of India origin fertilizers shall be paid in Indian currency only.<br>iv. Payment to Nepalese bidder shall be made in the Nepalese currency using the selling exchange rates established by Nepal Rastra Bank on the date of payment.<br>v. As per the provision of Nepal Income Tax Act 2058 clause No. 89 Sub clause 3 (ka) 5% of the contract price shall be deducted as Tax deduction at source (TDS) from non-resident foreign bidders and 1.5% of the contract price shall be deducted as Tax deduction at source (TDS). from domestic bidders.<br>vi. Necessary deduction, if any, shall also be made as per conditions of contract.<br>vii. Suplier shall provide the Performa Invoice (PI) within 5 days after the sign of |

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| | thecontract.The Performa Invoice (PI) shall have country of origin of fertilizer as the bidder had submittedManufacturer's written confirmation letter, Certificate of Non-Contamination, Certificate of Chemical Analysis and Quality Test Report and Certificate of Agricultural Use in the technical bid response. Other country of origin shall not be accepted.<br><br>KSCL will intimate supplier about the establishment of letter of credit. It shall be the responsibility of the supplier to contact the corresponding bank in the respective country and obtain the same and inform KSCL on any major discrepancies and request for amendment within 7 days from the date of establishment of letter of credit. But KSCL shall not be responsible if L/C cannot be established due to the poor credit rating of supplier. |
| **GCC 15.3** | The proportion of payments retained is: ***"Not applicable"*** |
| **GCC 15.5** | **The currencies for payments shall be: USD** |
| **GCC 15.6** | The interest rate that shall be applied for payment delay is: **Not Applicable** |
| **GCC 17.1** | The Supplier shall provide a Performance Security as follows:<br><br>I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.<br><br>II. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:<br><br>**Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.**<br><br>The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.<br>The Performance Security shall be valid for the period of 9 months.<br><br>The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period. |
| | i. **Performance Security may be forfeited if:**<br><br>i. The Supplier fails to make shipment of the entire goods in time as stated in the contract; or<br><br>ii. The specifications of fertilizer supplied is not in conformity with the contract Agreement.<br><br>iii. Any condition stipulated in contract is not complied with.<br><br>iv. If L/C cannot be established due to the poor credit rating of supplier<br><br>ii. **Release of Performance Security**<br>Performance Security will be released only after all the fertilizers under Contract have been delivered at CIP Nepal KSCL's warehouses (Biratnagar, Birgunj and Bhairahawa) |

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| **GCC 17.3** | **The types of acceptable Performance Securities are:** A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or commercial bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms. Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. |
| **GCC 22.2** | The packing, marking, and documentation within and outside the packages shall be***: As stated in the drawing.*** |
| **GCC 23.1** | The insurance coverage shall be in accordance with:*The Supplier must insure the Goods in an amount equal to 115 percent of the CIP or EXW price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks, Arson and Strikes."* |
| **GCC 24.1** | Obligations for transportation of the Goods shall be in accordance with the Nepal India Trade and Transportation Treaty |

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| **GCC 25.2** | Tests and Inspections specified in Section V, Schedule of Supply, shall be carried out at the following times or milestones, and places:<br>a) Societe General De Surveillance (SGS) shall inspect the fertilizer at the place of loading. SGS shall issue an inspection certificate of quality and quantity of the fertilizer to certify that the goods are in good order and condition and being confirm to the specifications herein stated. The certificate of non- contamination should also be issued by SGS based on appropriate test of fertilizer being shipped. Expenses incurred for such inspection and test shall be in the Supplier account.<br>b) The purchaser shall appoint an independent surveyor authorized by Ministry of Agriculture and Livestock Development for the inspection and test the compliance with the requirements of Technical Specifications, in case KSCL wish to inspect and test the fertilzer.<br>h) The inspection shall be carried out at the place of delivery (i.e. Biratnagar, Birgunj and Bhairahawa) soonest possible after the arrival of the complete consignment and not later than twenty one days from the date of receipt of notification from the Supplier stating that the goods are ready for inspection. Expenses included for such inspection and test shall be in the buyer account.<br>c) The Supplier or his representative shall be responsible for testing and demonstrating to the Purchaser's surver that the fertilizer meets the specification requirements.<br>d) All expenses involved in demonstrating compliance of the offered goods to the specifications shall be at the expense of the Supplier. Supplies claimed to be not in conformity with required specification, KSCL will evidence with reference thereto. and rejeted, which has to be substituted by the Supplier with required quality free of cost otherwise payment will be withheld<br>e) The Supplier shall be completely responsible for the goods until accepted by the Purchaser and should there be goods are claimed to be not in conformity with required specification, the Supplier will be responsible to substitute the said goods of required quality and quantity at free of cost, failing which remaining payment shall be withheld. A simple written notification for non conformity of goods given by the applicant will be sufficient to the LC issuing bank for withholding the payment<br>As soon as the goods have been found to meet all the requirements of the contract, the Purchaser shall issue a certificate of acceptance and the warranty period of the said goods shall be enforced from the date of this certificate. |
| **GCC 26.1** | The applicable rate of liquidated damages shall be ***0.05 percent of the Contract Price per day.*** |
| **GCC 26.1** | The maximum amount of liquidated damages shall be: 10 percent of Contract amount.<br>The contract shall be terminated, if liquidated damages exceeds 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations. |

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| **GCC 27.3** | The period of validity of the Warranty shall be: **Three months from date of final delivery of goods.**<br>For the purposes of the Warranty, the place of final destination shall be: At the final Destination |
| **GCC 27.5 & 27.6** | The Supplier shall correct any defects covered by the Warranty *15 days of being notified by the Purchaser of the occurrence of such defects* |
| **GCC 31** | The valid force majeure clause of the ICC is also applied to this contract (international provisions of force majeure published by ICC).<br>Should the effect of the force majeure continue for more than 45 consecutive days, the Buyer and the Supplier shall discuss through friendly negotiation as soon as possible their obligation to continue performance under the terms and conditions of this contract.<br>In case of force majeure the Supplier is entitled to an extension of the time of delivery provided;<br>i. That within 10 days after occurrence of a case of force majeure, the Supplier informs KSCL in writing that he considers himself entitled to an extension of the time limit;<br>ii. That he produces evidence of the days of occurrence and of the duration of the force majeure in an adequate manner (for example by means of documents approved by the government and local authorities);<br>iii. That he proves that the delay occurred is not due to his own action or omission.<br>However, the Supplier shall be responsible for the delayed delivery of goods due to anyGovernmental procedure outside Nepal. Such delay in government procedure outsideNepal cannot be considered as force majeure. The cost, which may incur due to suchdelay, shall be borne by the Supplier.<br>What so far written in clause 31 of GCC, If any force majeure occurs in the country oforigin mentioned in this contract or any other reason occurs then the supplier will have todeliver goods from any other origin with prior approval of KSCL, so as to meet deliveryschedule. While taking prior approval, the Supplier shall submit the documents as submittedin the technical bid (i.e. Original Manufacturer's Authorization Certificate, Manufacturer'swritten confirmation letter furnished by the manufacturer in accordance to the sampleformat included in Section IV, Bidding Forms. stating that they guarantee to supply thegoods as per the specification and quality mentioned in the bid document, Certificate ofNon-Contamination furnished by the manufacturer in accordance to the sample formatincluded in Section IV, Bidding Forms. stating that the Goods, manufactured is free fromcontamination of any radioactive element, Certificate of Chemical Analysis and QualityTest Report bearing official seal and signature should pertain to the offered materials andshould be issued or endorsed by the government approved independent testing laboratoriesin the format included in Section IV, Bidding Forms, Certificate of agricultural use issued orendorsed by the government approved testing laboratories that the fertilizer to be suppliedunder this bid is fit for agricultural use. in the format included in Section IV, BiddingForms |
| **Additional Conditions:** | |

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| **1. Shipment** | i. In order to ensure timely delivery, the entire consignment must be shipped within 40 days from the date of opening of the Letter of Credit, failure to which the supplier shall notify the purchaser in writing of delay, it's likely duration & it's cause. The Purchaser may send official representative(s) or deput third party to the load port choose for inspection and test the quality, quantity and other evidence of shipment. However this will not waiver the bidder/manufacturer from the quality and quantity which must be as per the terms of contract. The bill of lading date shall be considered as the Date of Shipment.<br>ii. However, the Supplier may ship at least one third of the total quantity at a timeso as to ship entire consignment within above time.<br>iii. Failure to above Shipment may lead to forfeiture of Performance Security andtermination of the contract. |
| **2. Vessel Discharge & terms of delivery** | Within 3 working days after the vessel's departure from port of loading, the supplier's shipping agent shall advise the buyer by fax and e-mail about the following:<br>i. Vessel's sailing date<br>ii. Name of the steamship<br>iii. Name and registration number of the vessel<br>iv. Flags of the vessel<br>v. Name of the ship's captain<br>vi. Tonnage (DWT) of the vessel<br>vii. Ocean Bill of lading number and date<br>viii. Net quantity loaded<br>ix. Number of hatches on vessel<br>x. Estimated time of arrival at the port of discharge i.e. Kolkata/Haldia.<br>The supplier or the vessel master shall give 20 (twenty) days and 7 (seven) days provisional notice and 72/36/24 hour final of vessel's estimated time of arrival at the port of discharge i.e. Kolkata/Haldia to the buyer and buyer's agent at the port of discharge i.e. Kolkata/Haldia.<br>Such notice shall be effected during normal business hour and whether in berth or not.<br>When all the goods are delivered at Nepal (Biratnagar, Birgunj and Bhairahawa KSCL warehouses) it will be considered as delivered. |
| 3 **Othe rcontract Condition s** | a. Shipment shall be in vessels classified Lloyds 100-1A or equivalent. Supplier shallnominate vessel minimum 05 (five) days before ETA for loading.<br>b. Bagging should be allowed at load port/discharge port. In case of bagging to be done in unload port/discharge port pre-approval of KSCL is required. |

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| **4** | **Clearing of Goods** | c. The Supplier will be responsible to avail all necessary documents necessary for clearing of goods at Nepal and transport to the final destinations.<br>d. The Supplier shall inform the Purchaser three weeks prior to the departure of the vessel from dispatch port and send one set of shipping documents by fax & DHL. |
| **5** | **Useof Spare bags** | Spare bags may be used for any sweeping or repacking. However a certificate from concerned authorities must be submitted showing the number of spare bags so used. For any shortage of spare bags except used in repacking or sweeping US $ 1.00 for each bag will be realized from the Supplier. |
| **5** | **Discharge port** | The discharge port shall be Kolkata/Haldia. |

# Section VIII. Contract Forms

## Table of Forms

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**Letter of Intent**

***[on letterhead paper of the Purchaser]***

. . . . . ***date***. . . . . .

| ***Notes on Letter of Intent*** |
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| *The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Purchaser and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.* |

To:. . . . . ***name and address of the Supplier*** . . . . . .

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

This is to notify you that, it is our intention to award the contract. for execution of the Supply and Delivery of Urea Fertilizer, (UREA 46-0-0) C***ontract Identification Number*** - KSCL/U/ICB-201/083/084 to you as your bid price . . . . . .***amount in figures and words in USD ……..***as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

**CC:**
**[Insert name and address of all other Bidders, who submitted the bid]**

**Letter of Acceptance**
***[On letterhead paper of the Purchaser]***

***Date***……. . . . . .

To:. . . . . ***name and address of the Supplier***. . . . . .

Subject:Notification of Award

This is to notify that your Bid dated. . . . [***date]***. . . . For execution of the Supply and Delivery of Urea Fertilizer,(UREA 46-0-0)C***ontract Identification Number*** -KSCL/U/ICB-201/083/084for the Contract price of ***[insertamount in figures and words in USD***, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

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

The amout of performance security shall be USD…….[Insert amount] and validity periodof performance security shall be ……[insert validity period].

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

Authorized Signature: .....

**Name and Title of Signatory:**

# Agreement Form

THIS AGREEMENT made on the [***insert number***] day of [***insert month***], 2026, between Krishi Samagri Company Limited (KSCL), Head Office, ofKuleshwor, Kathmandu(hereinafter "the Purchaser"), of the one part, and [***insert complete name of Supplier***] of [***insert complete address of Supplier***] (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., Supply and Delivery of UreaFertilizer, (UREA 46-0-0)Contract Identification Number -KSCL/U/ICB-201/083/084*and* has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of USD……. [***insert amount of contract price in words and figures including taxes***] (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Purchaser's Notification to the Supplier of Award of Contract;
   (b) the Bid Submission Form and the Price Schedules submitted by the Supplier;
   (c) the Special Conditions of Contract;
   (d) the General Conditions of Contract;
   (e) the Schedule of Requirements; and
   (f) ***[indicate any other documents requiredas appropriate***]

   This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **"Nepal"** on the day, month, and year indicated above.

Signed by [***insert authorized signature for the Purchaser***] (for the Purchaser)

Signed by [***insert authorized signature for the Supplier***] (for the Supplier)

# Performance Security

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

To:

**Krishi Samagri Company Limited (KSCL),**
**Head Office, Kuleshwor, Kathmandu**

WHEREAS [***insert complete name of Supplier***] (hereinafter "the Supplier") has received the notification of award for the execution of Supply and Delivery of Urea Fertilizer,(UREA 46-0-0)Contract Identification Number - KSCL/U/ICB-201/083/084

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

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

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

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

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

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

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

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

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

# Advance Payment Security

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

To:

**Krishi Samagri Company Limited (KSCL),**
**Head Office, Kuleshwor, Kathmandu.**

In accordance with the payment provision included in the Contract, in relation to advance payments, ***[insert complete name of Supplier***] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of ***[indicate type of security***], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [***insert currency and amount of guarantee in words and figures***].

We, the undersigned [***insert complete name of Guarantor***], legally domiciled in ***[insert full address of Guarantor]*** (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [***insert currency andamount of guarantee in words and figures****]*.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until ***[(insert day, month, year) Contract completion date may be a basis for this date****]*.

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

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

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

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

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