KRISHI SAMAGRI COMPANY LIMITED
HEAD OFFICE
KULESHWOR, KATHMANDU
NEPAL

TENDER DOCUMENT
FOR SUPPLY AND DELIVERY OF
CHEMICAL FERTILIZER

(UREA (46-0-0)

IFB NO: KSCL/U/ICB-139/078/079

PUBLISHED DATE: MAY 25, 2022

SUBMISSION DATE: JULY 11, 2022

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Abbreviations

KSCL.....Krishi Samagri Company Limited
BDS..... Bid Data Sheet
BD..... Bidding Document
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
Incoterms..... International Commercial Terms
ITB..... Instructions to Bidders
LGRS..... List of Goods and Related Services
PAN ……..... Permanent Account Number
PPMO …… Public Procurement Monitoring Office
SBD..... Standard Bidding Document
SBQ..... Schedule of Bidder Qualifications
SCC……. Special Conditions of Contract
SS..... Schedule of Supply
TS..... Technical Specifications
UNCITRAL..... United Nations Commission on International Trade Law
VAT ……...Value Added Tax

Table of Contents

Invitation for Bids

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Section II. Bid Data Sheet

Section III. Evaluation and Qualification Criteria

Section IV. Bidding Forms

PART 2 – Supply Requirements

Section V. Schedule of Supply

PART 3 – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

Section VII. Special Conditions of Contract

Section VIII. Contract Forms

Krishi Samagari Company Limited

Head Office, Kuleshwor, Kathmandu.

Invitation For Bids

For the supply and delivery of Chemical Fertilizer

Contract Identification No: KSCL/U/ICB-139/078/079

(Published Date: MAY 25, 2022)

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, Contract Identification No: KSCL/U/ICB-139/078/079 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 sealed bids from eligible bidders for the procurement of Supply and Delivery of Chemical Fertilizer as mentioned below, ***under International competitive bidding procedures specified in Public Procurement Act and Regulations.***The fertilizer must be delivered at 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	Cost of the bid document (NRs)	Required bid Security (USD)
KSCL/U/ICB-139/078/079	Urea 46-0-0	30,000 MT	20,000	5,68,000

3. 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- 4274819, Email: aicl.nepal@gmail.com) or may visit KSCL's website: http://kscl.gov.np
4. A complete set of Bidding Documents may be downloaded from PPMO's e-GP system www.bolpatra.gov.np/egp. 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 Bank Ltd. Kalimati with account No. 01701030001922.
5. Pre-bid meeting shall be held at Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, Nepal at 14:00 hours, June 23, 2022.
6. 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.np/egp on or before 13:00 hours on JULY 11, 2022. Bids or any part thereof received after this deadline will be rejected.
7. The bids will be opened in the presence of Bidders' representatives who choose to attend at 14:00 hours on JULY 11, 2022 at the office of Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu. Bids must be valid for a minimum period of 21 days from the date of bid opening and must be accompanied by a bid security or scanned copy of the bid security in pdf format, amounting as mentioned above, which shall be valid for 120 days from the date of opening of the bid.(i.e. November 07, 2022)
8. 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

Section I. Instructions to Bidders

Table of Contents

A. General

1. Scope of Bid .....
2. Source of Funds .....
3. Fraud and Corruption .....
4. Eligible Bidders .....
5. Eligible Goods and Related Services .....

B. Contents of Bidding Document .....

6. Site Visit .....
7 Sections of the Bidding Document .....
8 Clarification of Bidding Document/Pre-Bid Meeting .....
9 Amendment of Bidding Document .....

C. Preparation of Bids .....

10. Cost of Bidding .....
11. Language of Bid .....
12. Documents Comprising the Bid .....
13. Bid Submission Sheet and Price Schedules .....
14. Alternative Bids .....
15. Bid Prices and Discounts .....
16. Currencies of Bid .....
17. Documents Establishing the Eligibility of the Bidder .....
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document .....
19. Documents Establishing the Qualifications of the Bidder .....
20. Period of Validity of Bids .....
21. Bid Security .....
22. Format and Signing of Bid .....

D. Submission and Opening of Bids .....

23. Sealing and Marking of Bids .....
24. Deadline for Submission of Bids .....
25. Late Bids .....
26. Withdrawal and Modification of Bids .....
27. Bid Opening .....

E. Evaluation and Comparison of Bids .....

28. Confidentiality .....
29. Clarification of Bids .....

Krishi Samagri Company Limited
Head Office
Khatmandu

30. Deviations, Reservations, and Omissions .....
31. Determination of Responsiveness .....
32. Nonmaterial Nonconformi-ties .....
33. Correction of Arithmetical Errors .....
34. Conversion to Single Currency .....
35. Margin of Preference.....
36. Evaluation of Bids.....
37. Comparison of Bids.....
38. Post-qualification of the Bidder .....
39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids .....

F. Award of Contract .....

40. Award Criteria.....
41. Purchaser's Right to Vary Quantities at Time of Award .....
42. Notification of Intention to Award.....
43. Performance Security .....
44. Signing of Contract .....
45. Complaint and Review.....
46. Provision of PPA and PPR

Section I. Instructions to Bidders

A. General	
1. Scope of Bid	1.1 The Purchaser **indicated in the BDS** issues this Bidding Document for the supply of Goods and Related Services incidental there to as specified in Section V, Schedule of Supply. The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the **BDS**.
	1.2 Throughout this Bidding Document : (a) The term "in writing" means communicated in written form with proof of receipt; (b) If the context so requires, singular means plural and vice versa; and (c) "Day" means calendar day.
2. Source of Funds	2.1 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. Or GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency **indicated in the BDS** plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued. 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 The Government of Nepal (GoN) requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context , the Purchaser; (a) Defines, for the purposes of this provision, the terms set forth below as follows: (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (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;

(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;

(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.

(v) "Obstructive practice" means:

(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

(bb) Acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under sub-clause 3.5 below.

(cc) Will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(dd) Will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.

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

(a) give or propose improper inducement directly or indirectly,

(b) distortion or misrepresentation of facts,

(c) engaging in corrupt or fraudulent practice or involving in such act,

(d) interference in participation of other competing bidders,

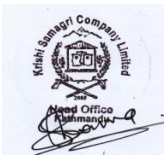
(e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

(f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price,

(g) Contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the

Krishi Samagri Company Limited
Head Office
Khatmandu

	time of opening of the bids until the notification of award of contract. 3.3 PPMO on the recommendation of the Purchaser may **blacklist** a Bidder for a period of one (1) to three (3) years for its conduct including the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, 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, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP. 3.5 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. 3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP. (a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; (b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur. 3.7 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.
4. Eligible Bidders	4.1 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV: (a) All parties to the JV shall be jointly and severally liable; and (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. 4.2 A Bidder shall not have a conflict of interest. All Bidders found to



	have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: (a) Have controlling shareholders in common; or (b) Receive or have received any direct or indirect subsidy from any of them; or (c) Have the same legal representative for purposes of this Bid; or (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or (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 (f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid. 4.3 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address specified in the BDS. 4.4 Government-owned enterprises in Nepal shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Purchaser. 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. 4.6 Firms shall be excluded in any of the cases, if (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser's country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. (b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.

Krishi Samagri Company Limited
Head Office
Khumaltar

	4.7 **DP Funded:** A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP. 4.8 Domestic Bidders shall be eligible only if the bidder has obtained Permanent Account Number (PAN), Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of income return **as stated in BDS** from the Inland Revenue office. Foreign Bidders shall be eligible only if the bidder submits the documents indicated in the BDS at the time of bid submission and a declaration to submit the document(s) indicated in the BDS at the time of contract agreement.
5. Eligible Goods and Related Services	5.1 **DP Funded:** If so required in the **BDS**, all goods and related services to be supplied under the contract and financed by DP, shall have as their country of origin an eligible country of the DP. 5.1 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. 5.2 The origin of goods and services is distinct from the nationality of the Bidder.
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. 6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements. 6.3 The costs of visiting the Site shall be at the Bidder's own expense.
	B. Contents of Bidding Document
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 in conjunction with any Addenda issued in accordance with ITB 8. **PART 1 Bidding Procedures** • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms **PART 2 Supply Requirements** • Section V. Schedule of Supply **PART 3 Conditions of Contract and Contract Forms** • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) • Section VIII. Contract Forms

	7.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
	7.3	The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
	7.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
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**. 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.**
	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.
	9.2	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
	9.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB **24.2**
C. Preparation of Bids		
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		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**

Krishi Samagri Company Limited
Head Office
Khatmandu

	in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
12. Documents Comprising the Bid	12.1 The Bid shall comprise the following: (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses **13**, **15, and 16;** (b) Bid Security, in accordance with ITB **21;** (c) alternative bids, if permissible, in accordance with ITB **14;** (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB **22;** (e) documentary evidence in accordance with ITB **17** establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB Clauses **18** and **31,** that the Goods and Related Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB **19** establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (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.***
13. Bid Submission Sheet and Price Schedules	13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in **Section IV, Bidding Forms**. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in **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 Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
	15.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB **32.3**
	15.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
	15.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.

Krishi Samagri Company Limited
Head Office
Khatmandu

	15.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or **as specified in the BDS.** 15.6 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:
	(a) For Goods manufactured in Nepal: (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 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; and (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** (b) 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 the **BDS;** iii. In addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS;** (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 already imported. (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; (iii)the price of the Goods, obtained as the difference between (i) and (ii) above; (iv)any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and (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 the **BDS.** (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: (i) the local currency cost component of each item comprising the Related Services; and (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.:
	15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. 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.
	If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB **15.4** provided the bids for all lots are submitted and opened at the same time.
16. Currencies of Bid	16.1 Bid prices shall be quoted in the following currencies: (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. (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: (a) complete the eligibility declarations in the Bid Submission Sheet, included in **Section IV, Bidding Forms**; and (b) If the Bidder is an existing or intended JV in accordance with ITB **4.1 ,** 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. 17.2 Bidders, applying for eligibility for domestic proference as indicated in ITB 35 shall submit the cirtification of country of origion issued by authorized agency to satisfy the offered goods are produced in Nepal as described in section III, 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 its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in **Section V, Schedule of Supply**. 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 Supply**. 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 the BDS** following commencement of the use of the goods by the Purchaser.
	18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in **Section V, Schedule of Supply**.
19. Documents Establishing the Qualifications of the Bidder	19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in **Section III, Evaluation and Qualification Criteria.**
	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

Krishi Samagri Company Limited
Head Office
Khumaltar

		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.
	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 the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
	19.4	A foreign Bidder wishing to have or already having a local agent shall state the following: a. Name and address of the Agent/Representative, b. The Agent/Representative providing type of services, c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment, d. Other agreement with Agent/Representative, if any, e. Bidder shall certify in the Letter of Authorization as follows: "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief", If the agent has not been appointed: f. Source of information about tender invitation, g. 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 connection with the tender, h. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender, i. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.
	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. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.
	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 Unless otherwise ***specified in the BDS***, the Bidder shall furnish as part of its bid, in original form, a Bid Security ***as specified in the BDS***.
	21.2 If a bid security is specified pursuant to ITB **21.1**, the bid security shall be in any of the following forms at the Bidder's option: (a) **Original copy of an unconditional bank guarantee from reputed commercial foreign bank or;** (b) **Original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal 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 using the Bid Security Form included in ***Section IV, Bidding Forms.*** The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended. A bid security issued by foreign bank must be counter – guaranteed by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal acceptable to the Purchaser.
	21.3 If a bid Security is required in accordance with ITB **21.1**, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB **21.2**, shall be rejected by the Purchaser as nonresponsive.
	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 furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB **43**.
	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 signed the Contract Agreement and furnished the required Performance Security.
	21.6 The Bid Security may be forfeited: (a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB **20.2;** or (b) if the successful Bidder fails to:

Krishi Samagri Company Limited
Head Office
Khumaltar

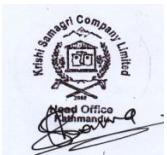
	(i) Sign the Contract in accordance with ITB **44**; or (ii) Furnish a Performance Security in accordance with ITB **43**.
	21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB **17.1.**
22. Format and Signing of Bid	22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number ***specified in the BDS*** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
	22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be attached with the Bid.
	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	
23. Submission, Sealing and Marking of Bids	23.1 Bidders may always submit their bids by mail or by hand or by courier. When so ***specified in the BDS***, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures ***specified in the BDS***.
	23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB **14**, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB **23.3** and **23.4**.
	23.3 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**; (c) Bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the **BDS**; and (d) Bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING", in accordance with ITB **27.1.**
	23.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

Krishi Samagri Company Limited
Head Office
Kathmandu

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***. 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.
25. Late Bids	25.1 The Purchaser shall not consider any Bid 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 and Modification of Bids	26.1 A Bidder may withdraw or modify its Bid after it has been submitted by sending a written Notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB **22.2** (except that Withdrawal Notices do not require copies). The corresponding withdrawal or modification of the Bid must accompany the respective written Notice. All Notices must be: (a) Submitted in accordance with ITB Clauses **22** and **23** (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", or "Modification"; and (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB **24**.
	26.2 Bids requested to be withdrawn in accordance with ITB **26.1** shall be returned unopened to the Bidders.
	26.3 No Bid shall be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof. 26.4 Sealed envelope pursuant to ITB **26.1** shall be opened only on the date and time of opening of bid. 26.5 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. 26.6 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.
27. Bid Opening	27.1 The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time specified in the **BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB **23.1**, shall be as specified in the **BDS**.
	27.2 Before opening the bids the purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for "WITHDRAWAL",or "MODIFICATION" of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to

Krishi Samagri Company Limited
Head Office
Khatmandu

		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.
	27.3	All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB **25.1.**
	27.4	The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.
E. Evaluation and Comparison of Bids		
28. Confidentiality	28.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB **44. 2**.
	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.
	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 Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a



		Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB **33**.
30. Deviations, Reservations, and Omissions	30.1	During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
31. Determination of Responsiveness	31.1	The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.
	31.2	A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in **Section V, Schedule of Supply**; or (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 (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
	31.3	The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of **Section V, Schedule of Supply** have been met without any material deviation or reservation.
	31.4	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.
32. Non-material Non-conformities	32.1	Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.
	32.2	Provided that a Bid is substantially responsive, the Purchaser may

Krishi Samagri Company Limited
Head Office
Khumaltar

	request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Section III, Evaluation and Qualification Criteria.** 32.4 If minor differences are found such as in technical specification, description, feature which do not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid. 32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of minor differences pursuant to ITB 32.4, such bid shall be considered ineffective in substance and shall not be considered for evaluation.
33. Correction of Arithmetical Errors	33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: (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; (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 (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its bid security shall be forfeited..
34. Conversion to Single Currency	34.1 For evaluation and comparison purposes, the price quoted in different currency (ies) of the bid shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra Bank and on the date of bid opening.

Krishi Samagri Company Limited
Head Office
Khumaltar

35. Domestic Preference	35.1 Unless otherwise **specified in the BDS**, domestic preference shall be a factor in bid evaluation.
36. Evaluation of Bids	36.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
	36.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in **Section III, Evaluation and Qualification Criteria.** No other criteria or methodology shall be permitted.
	36.3 To evaluate a Bid, the Purchaser shall consider the following: (a) evaluation will be done for Items or Lots, as **specified in the BDS;** the bid price as quoted in accordance with ITB **15**; (b) price adjustment for correction of arithmetic errors in accordance with ITB **33.1;** (c) price adjustment due to discounts offered in accordance with ITB **15.4**; and (d) Price adjustment due to application of the evaluation criteria specified in the BDS from amongst those set out in **Section 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 Evaluation and Qualification Criteria.** (e) Price adjustment due to the application of a margin of preference in accordance with ITB clause **35**.
	36.4 The Purchaser's evaluation of a bid will exclude and not take into account: (a) in the case of Goods offered from within Nepal, all sales tax and all other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; (b) in the case of Goods offered from outside Nepal, all customs duties, sales tax, and other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and (c) Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid. 36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be

Krishi Samagri Company Limited
Head Office
Kathmandu

	expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d). 36.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria. 36.7 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.
37. Comparison of Bids	37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB **36.**
38. Post-qualification of the Bidder	38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
	38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB **19.**
	38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
F. Award of Contract	
40. Award Criteria	40.1 The Purchaser shall select for awarding the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
41. Purchaser's	41.1 At the time the Contract is awarded, the Purchaser reserves the right to

Krishi Samagri Company Limited
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Right to Vary Quantities at Time of Award	increase or decrease the quantity of Goods and Related Services originally specified in **Section V, Schedule of Supply,** 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.
42. Notification of Intention to Award	42.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB **40.1** within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and the information regarding name, address and bid amount of the selected bidder shall be given to all other bidders using the "Letter of Intention" form included in Section VIII. **Contract Forms** 42.2 If no bidder submits an application pursuant to ITB **45.1** within a period of seven days of providing the notice under ITB **42.1**, the Purchaser shall accept the bid selected in accordance with ITB **40.1** 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. 42.3 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.
43. Performance Security	43.1 Within Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser. 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. 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: **Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.** The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.
	43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Krishi Samagri Company Limited
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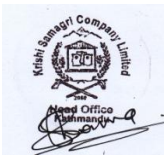
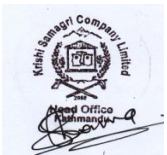
44. Signing of Contract	44.1 The successful Bidder shall sign the contract in the form included in **section VIII** after the submission of performance security in accordance with ITB **43**. 44.2 At the same time, the Purchaser shall affix a public notice on the result of the award on its notice board and make arrangement to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, the contract award results_identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded. 44.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification of award in accordance with ITB **42.2**, requests in writing the grounds on which its bid was not selected
45. Complaint and Review	45.1 If a Bidder, is not satisfied with the procurement process or Client's decision provided as per ITB 42.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the Bidder may give an application for review of the decision to the Office Chief of the procuring entity (Purchaser) with reference to the error or breach of duty committed by the Client. The complaint application should be given within 7 days of receipt of the information regarding the issue of intention to accept letter by the Client. Application, for review of Client's decision, filed after the deadline shall not be processed 45.2 The Office chief of the Procuring Entity (Purchaser shall), within five (5) days after receiving the complaint application, give its decision with reasons, in writing pursuant to ITB **45.1:** (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or (b) Whether or not to reject a complaint application. 45.3 If the Bidder, who has submitted the complaint application, is not satisfied with the decision of the Office Chief in accordance with ITB **45.2**, or the decision by the Office Chief is not given within five (5) days of receipt of the complaint application pursuant to ITB **45.1**, then the applicant , within seven (7) days of receipt of such decision, may file an application with relevant supporting documents to the Public Procurement Review Committee of the GoN, stating the reason of its disagreement on the decision of the Office Chief provided that its bid amount is above the amount **specified in the BDS.**. Together with the review application, the applicant shall furnish a guarantee, in the form of cash or Bank guarantee equivalent to one percent (1%) of its quoted bid amount, with the validity period of at least ninety (90) days



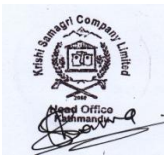
	from the date of the filing of the review application. 45.4 Late application filed after the deadline pursuant to ITB **45.3** shall not be processed 45.5 The Public Procurement Review Committee, shall give its decision within 30 days after receiving the review application filed pursuant to ITB 45.3 on the basis of i) the information and comments received from the Purchaser, ii) evidence, documents submitted along with the application by the applicant, and iii) information received on inquiring both the parties regarding the matter**.** 45.6 If the claim made by the Bidder pursuant to ITB **45.3** is justified, the Review Committee shall return the security deposit to the applicant, pursuant to ITB **45.3,** within seven (7) days of the Public Procurement Review Committee's decision. 45.7 If the claim made by the Bidder pursuant to ITB **45.3** is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB **45.3** shall be forfeited.
46. Provision of PPA and PPR	46.1 If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provisions of this document shall be void to the extent of such inconstancy and the provisions of PPA and PPR shall prevail.



Section II. Bid Data Sheet

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	**Name of Purchaser:** Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu. ***Phone :*** *4274819, 4279715; FAX: 4278790* ***E-mail :*** *aicl.nepal@gmail.com* ***Website****: kscl.gov.np*
	Name and identification number of the contract: Supply and Delivery of Urea Fertilizer, IFB No.: KSCL/U/ICB-139/078/079
	The number, identification and names of the lots comprising this contract: 2 The bidder may submit the bid for single or both packages as mentioned below and offer discounts/ cross discounts. Evaluation will be done package by package basis, with contracts awarded based on the award combination that is of least cost to the Purchaser
ITB 2.1	**Name of the Project:** *Procurement of Chemical Fertiliser(Urea)* **Implementing Agency:** Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu **Funding :** Krishi Samagri Company Limited
ITB 2.1	The Words "GoN Funded" has been replaced by the words "KSCL funded"
ITB 3.1 (a) (ii)	Add at the end of the sub-clause as follows: Any fraudulent practice including using sub-standard material will be subjected to the prosecution under the Country's prevailing laws related to corruption and fraud.
ITB 4.3	A list of debarred firms is available at www.ppmo.gov.np
ITB 4.8	Bidder's Eligibility Requirements are: a) Notarized copy of Company/Firm Registration Certificate (including clear merger history, if any), in the respective country of the bidder, b) Notarized copy of Tax registration certificate in the respective country, (Only for National bidders and resident foreign bidders) c) Notarized copy of Tax clearance certificate or proof of submission of income return for Fiscal Year BS 2077/078 (AD 2020/2021) (Only for National bidders and resident foreign bidders)

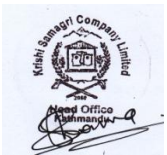


ITB 5.1	Bidders from the following countries are not eligible: **Only those countries of origin will be acceptable, which are not restricted by U.S. for which manufacturer analysis and non-contamination certificates have been submitted with the bid.**
B. Bidding Document	
ITB 8.1	For **clarification purposes** only, the Purchaser's address is: **Attention:** Managing Director **Name of the Purchaser:** Krishi Samagri Company Limited (KSCL), Head Office, **Address:** *Kuleswor, Kathmandu, Nepal* Country: **Nepal** Purchaser's address, telephone, and facsimile numbers. *Phone : 4279715, 4274819;* *FAX: 4278790* *E-mail : aicl.nepal@gmail.com* *Website: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 15 days prior to the deadline date for submission of bid.
ITB 8.2	**A Pre-Bid meeting "take place"** A Pre-Bid meeting *"shall"* take place at the following date, time and place: **Date:** June 23, 2022 **Time:** 14:00 hrs. **Place:** Krishi Samagri Company Limited (KSCL), Head Office *Kuleswor, Kathmandu, Nepal*
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.1 (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. The Bidder shall submit with its Bid the following additional documents: • Statement and disclosure of local agent (if any), as specified in ITB 19.4 (A local agent bidding on behalf of the Supplier shall also furnish Agency registration, VAT registration and tax clearance certificates or proof of submission of income return for fiscal year 2077/078, • 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. **The bidder may submit manufacturer's written confirmation letter from maximum three**

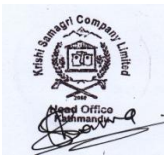
	manufacturers. In such case, separate Certificate of Non-Contamination, Certificate of Chemical Analysis and Quality Test Report and Certificate of agricultural use shall be required from each manufacturer. Supply from manufacturers other than those who have submitted their confirmation in the bid will not be accepted, unless a condition of force majeure is applicable as per Conditions of Contract, • 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, • 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, • 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,*** • 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).** • 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. • Company profile **(information regarding registration, place of business, organisation structure, the board of directors, branches, major business etc),** • Documents to establish Bidder's qualification to perform the contract as specified in Section III Evaluation and Qualification Criteria. **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 clearance certificate must be attached along with the bid. In case of any default by the local representatives or agents in Nepal, the principal shall be responsible in all matters.
ITB 14.1	Alternative Bids ***shall not be*** *permitted*.
ITB 15.5	The Incoterms edition is: 2015

Krishi Samagri Company Limited
Head Office
Khumaltar

ITB 15.6 (b) i	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterm: ***CIP Birgunj, Nepal*** (approxmetly 4 km far from Dry Port Custom Office, (Sirsaiya) Birgunj, Parsa, Nepal) **CIP Bhairahawa, Nepal** ***(***approxmetly 13 km far from Custom Office, (Nautanawa) Bhairahawa, Nepal) **CIP Biratnagar, Nepal** (approxmetly 11 km far from Custom Office, (Rani) Biratnagar, Morang, Nepal)
ITB 15.6 (b) ii and (c) (v)	Final Destination(Project Site): **Birgunj, Bhairahawa & Biratnagar, Nepal**
ITB 15.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Nepal shall be quoted: a) all costs for clearing at Port of discharge and Nepalese border customs; **b)** all costs of insurance, transportation and other incidental cost up to their final destination, c) All costs for unloading at the final destnation, d) All cost (including custom duty) for the required spare bags e) all cost to prepare bid security, performance security and other bank guarantees/counter guarantees. Note: ***The bidder shall not include in his bid price - Customs Duty for the Fertilizer, VAT, or any other local taxes that is collected by Governent of Nepal on the goods as a consignment, if any.***
ITB 15.7	The prices quoted by the Bidder *"shall not"* be adjustable. (The Price shall be fixed).
ITB 15.8	Prices quoted for each lot shall correspond at least to 100% of the items specified for each lot.
ITB 18.3	Not Applicable
ITB 19.2	Manufacturer's authorization is: *"required"* Non submission of proper type of Manufacturer's Authorization letter along with the bid shall lead to rejection of bid.
ITB 19.3	After sales service is: "not required"
ITB 20.1	The bid validity period shall be 21 days.
ITB 21.1	A Bid Security is required; The amount and the currency of the Bid Security shall be: US $ 5,68,000



ITB 21.2	If the Bidder wishes to submit the Bid Security in the form of unconditional bank guarantee, it should be ***furnished in a format as specified in Section IV Bidding Forms of the bid document*** and the bidder should submit the original copy of the guarantee along with the bid. ***The validity period of the bid security must be at least 120 days from the deadline of bid submission (i.e.*** **November 07, 2022*)*** ***A bid security issued by a foreign bank must be counter-guaranted by "A Class" commercial bank or Financial Institution situated in Nepal.***
D. Submission and Opening of Bids	
ITB 22.1	In addition to the original of the Bid, the number of copies is: ***Not Applicable***
ITB 23.1	Bidders *"shall"* have the option of submitting their bids electronically only.
ITB 23.2	If bidders submit their bids electronically, the electronic bidding submission procedures shall be: If the bidders shall have electronically option them insert a description of the electronic bidding submission prcedure othrtwise delete the procedure. i. If bidders submit their bids electronically, the electronic bidding submission procedures shall be: Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause. ii. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline. iii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system. iv. The registered bidders need to maintain their profile data required during preparation of bids. v. 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. vi. The bidder can prepare their bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Purchaser. 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. vii. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids. viii. 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 bids

S. No.	Document	Requirement	File Format
1	Bank voucher for cost of bid document	Mandatory	Pdf
2	Bid security (bank guarantee)	Mandatory	Pdf
3	Company/Form registration certificate	Mandatory	Pdf
4	Tax(VAT/PAN) registration	Mandatory	Pdf
5	Tax clearances certificate or evidence of tax return submission or extension of time	Mandatory for domestic bidders	Pdf
6	Power of attorney of bid signatory	Mandatory	Pdf
7	Experience letter	Mandatory	Pdf
8	Technical specifications	Mandatory	Pdf
9	Joint venture agreement	Mandatory in case of JV bid	Pdf
10	Manufacter's certificate	Mandatory	Pdf
11	Analysis certificate	Mandatory	Pdf
12	Fit for agriculture use	Mandatory	Pdf
13	Non-contamination certificate	Mandatory	Pdf
14	Self declaration letter	Mandatory	Pdf
15	Bid submission form	Mandatory	Pdf
16	Delivery and completion schedule	Mandatory	Pdf
17	Completed price schedule	Mandatory	Pdf

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 Purchaser 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

Krishi Samagri Company Limited
Head Office
Kathmandu

	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. of contract.
ITB 23.3 (c)	The inner and outer envelopes shall bear the following additional identification marks: **IFB title:** Supply and Delivery of UREA Urea 30,000±2% MT Fertilizer **IFB Number:** KSCL/U/ICB-139/078/079 ***Name and address of the Purchaser:*** Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, *Nepal* ***Name and address of the Bidder:***
ITB 24.1	**The address and deadline for bid submission is:** **Place:** Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, Nepal **Date:** JULY 11, 2022 **Time:** 13:00 hours (Nepal Standard Time)
ITB 27.1	**The bid opening shall take place at:** **Place:** Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu, Nepal **Date:** JULY 11, 2022 **Time:** 14:00 hours (Nepal Standard Time)
ITB 27.1	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid opening committee

E. Evaluation, and Comparison of Bids

ITB 34.2	Bid price shall be compared on the basis of calculation of average quoted price for three different final destinations (i.e. Parsa, Bharahawa and Biratnagar.
ITB 35.1	Domestic preference *"shall not"* be a bid evaluation factor.
ITB 36. 3 (a)	Evaluation will be done for *Items* *Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.*

ITB 36.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: *[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary*] (a) Deviation in Delivery schedule: *No.* (b) Deviation in payment schedule: *No.* (c) The cost of major replacement components, mandatory spare parts, and service: *No.* (d) The availability of spare parts in Nepal and after-sales services for the equipment offered in the bid *No* (e) The projected operating and maintenance costs during the life of the equipment *No* (f) The performance and productivity of the equipment offered; *No*
ITB 36.6	***Not Applicable***
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is: 2*%* The maximum percentage by which quantities may be decreased is: 2*%*
ITB 45.3	No application can be submitted before the Review Committee for review against the decision made by the Office Chief of the Procuring Entity (Purchaser) for the bid amount less than the value of Twenty Million (NRs. 20,000,000)

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 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.

Section III. Evaluation and Qualification Criteria

Table of Criteria

1. Evaluation Criteria

1.1Technical Criteria

1.2Domestic Preference

1.3Economic Criteria

1.4Multiple Contracts

2. Qualification Criteria

1. Evaluation Criteria

1.1 Technical Criteria

These criteria should specify the minimum technical level that the Goods and Related Services shall have in order to comply with the Section V. Schedule of Requirements. Whenever possible, these criteria should be evaluated on a pass–fail system, with a minimum acceptable level for each criteria enumerated.

However, a minor deficiency in technical compliance may not be cause for rejection of the Bid. An example of such non-substantive deficiency is the case of an auxiliary motor of which the power rating falls short of that specified, or a proposal to supply cross-ply tires for a vehicle instead of radial-ply as specified. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods assign to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the nonconforming items or components deducted.

"The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section V. Schedule of Requirements shall be evaluated. The Procuring Entity will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids"

1.2 Domestic Preference

Not Applicable.

1.3 Economic Criteria

The economic criteria are most important when evaluating a Bid. In most cases, they are the only criteria for evaluating Bids that have passed the technical evaluation. Price, however, may not be the only criterion, as there could be other criteria that may be expressed in monetary terms. For energy consuming equipment and facilities, adjustment for efficiency over and above the minimum functional guarantees specified in the specifications (e.g. generators, pumps), losses (e.g. transformers), and future operating costs of the equipment may be taken into account in the determination of the evaluated Bid Price. The financial cost for these adjustments (added to or deducted from the Bid Price as the case may be) shall be made only when it is specified in the Bidding Document that these functional guarantees and projected operating costs are factors in bid evaluation. The methods of calculation for these evaluation factors shall be clearly specified in the Bidding Document. Deviations from the specified manner of cost calculation shall not be introduced.

Examples of such criteria appear below:

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

If the Procuring Entity wishes to consider during bid evaluation the costs for inland transportation, insurance, and other services within Nepal incidental to delivery of the goods to their final destination, then the Procuring Entity must define these service items in Section V. Schedule of Requirements, List of Goods and Related Services; and

Bidders must be required to quote for these service items as part of their bid price in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN NEPAL provided in Section IV, Bidding Forms.

In such case, the following provision should be used:

"Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section V. Schedule of Requirements, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN NEPAL provided in Section IV, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Procuring Entity on the basis of published tariffs by the rail or road

transport agencies, insurance companies, or other appropriate sources, and added to EXW or DDP or CIP price."

1.3.1.2 .Minor Omissions or Missing Items

The cost of minor omissions or missing items in the scope of supply, services, etc. should be added to the Bid Price to allow for Bid comparison on an equal basis. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming Bids. The price adjustment should be based on the fair price of the omitted item. The most frequently used methods assign to the missing item a price:

- Equal to the highest price quoted for the same item by the other Bidders; or
- Equal to the average price quoted for the same item by the other Bidders; or
- Estimated by the Procuring Entity.

Of these three methods the Procuring Entity should preferably use (i) or (ii), as Bidders frequently challenge (iii) because of its lack of transparency.

"Pursuant to Sub-Clause 30.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Procuring Entity will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."

1.3.2 Adjustment for Deviations from the Terms of Payment

The Procuring Entity must state here whether deviations from the terms of payment as specified in Special Conditions of Contract, Sub-Clause 16.1, are permitted or not. If permitted, the Procuring Entity shall evaluate deviations from the terms of payment in the following manner. The Procuring Entity shall first evaluate the Bids based on the terms of payment specified in the Special Conditions of Contract, Clause 16.1. The Procuring Entity shall then add an adjustment to the Bid Price to take into account the differences in cash flows. The adjustment shall be calculated as the discounted cash flow of the incremental payments of the alternative compared with those of the terms of payment specified by the Procuring Entity.

"Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub-Clause 16.1, **are not permitted."**

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section V. Schedule of Requirements. The Procuring Entity must state here whether deviations from the specified Delivery and Completion Schedule are permitted or not. If permitted, the Procuring Entity shall evaluate deliveries by adding the corresponding price adjustment in accordance with the procedure outlined below.

"Deviations from the Delivery and Completion Schedule specified in Section V. Schedule of ***Requirements are not permitted****."*

1.3.4 Operating and Maintenance Costs

The Operating and Maintenance costs (O&M) need to be taken into account for bid evaluation purposes when such costs over the life cycle of the Goods represent an important cost in relation to the capital or investment cost of the Goods. Different technologies may involve large variations in the capital costs of the Goods and the costs associated with their O&M. Normally, more elaborate technologies and materials used in the manufacturing of the Goods involve higher investment costs and lower O&M costs. O&M costs are evaluated at their present value over the life cycle of the Goods and then added to the price of the Goods**.**

Typical O&M cost factors for calculation are: **Not Applicable**

Krishi Samagri Company Limited
Head Office
Kammandhur

1.3.5 Spare Parts

Only those spare parts and tools which are specified on an item-wise basis in the List of Goods and Related Services in Section V. Schedule of requirements shall be taken into account in the bid evaluation. Supplier-recommended spare parts for a specified operating requirement shall not be considered in bid evaluation. **Not Applicable**

1.3.6 Performance and Productivity of the Goods

The adjustment factor for the performance or productivity of the Goods shall be calculated based on the difference between the reference value or norm (i.e. the efficiency) as specified in Section V. Schedule of Requirements, and the corresponding value guaranteed by the Bidder in its Bid. Choose and insert one of the following: **Not Applicable**

1.3.7 Specific additional Criteria

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in BDS sub douse 36.3(d)

1.4 Multiple Contracts
Not Applicable

Certificate drawn up after inspecting the goods to be procured by the competent quality control institution or recognized agency in respect of the specifications and quality of such goods.

For the procurement of ordinary, readily available, off-the-shelf items, a thorough checking of the qualification of the bidders may not be necessary, apart from ensuring that the technical specifications are met, and that the equipment or machinery has been sufficiently tested in practical terms.

Qualification Requirements:

a) Eligibility Declaration:

The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and related services which the bidder proposes to supply under the contract.

b) *Size* of Operation

Average annual turnover (converted into US Dollars) defined as the total payments received by the Bidder for contracts completed or under execution over the last three years.

c) Experience

The bidder shall have supply experience of 24,000 (Twenty Four Thousand) Metric Ton Chemical Fertilizer in any country of the world under a single contract within the last three years. [In case of JV, at least one partner must meet the requirement]

d) Litigation History

All pending claims, arbitration, or other litigation shall represent in total not more than [percent] of the Bidder's net worth.

e)* Manufacturer's *Authorization:

Bids submitted by an agent other than the manufacturer shall be accompanied by a letter certified by the manufacturer stating that the Bidder is the authorized agent of the said manufacturer for this bid. The letter of authorization should clearly state the extent of power delegated to such agent with respect to price quotation and negotiation. The principal / manufacturer is bound to honor any commitment of whatever nature made by his agent so authorized on behalf of his principal.

f)* Declaration *of Latest Products:

The goods offered shall be of latest products under standard production and should be in production for a minimum 1 year.

g)* Technical *Specifications:

The Bidder is required to state clearly the specifications of his proposed items, if any. Compliance with or variation from the company requirement of the technical specifications shall be duly filled in and signed in the offered specification column of the technical Specification supported by relevant Technical Catalogues/ Leaflets of the offered goods. Any such information not provided or withheld will be taken as compliance with the specifications.

h) Any additional terms and conditions contradictory to those stipulated in the bid document and which might involve hidden additional financial liabilities on the Purchaser's side shall not be included.

i) No bid will be considered if the offered quantity is different from that specified in the Technical Specification.

j) An agent can submit bids on behalf of manufacturer but separate complete bids including bid security shall be submitted for each manufacturer.

k) The Bidder must sign the Bid submission Form, Bid Data Sheet and the Price Schedules of the Bid Document. Any erasures or change shall be initialed by the person signing the Bid.

Section IV. Bidding Forms
Table of Forms

a) **Bid Submission Form**

b) **Bidder's Information Form**

c) **Joint Venture Information Form**

d) **Financial Situation Form**

e) **Average Annual Turnover Form**

f) **Financial Resources Form**

g) **Pending Litigation Form**

h) **Specific Experience Form**

i) **Bid Security**

j) **Letter of Commitment for Bank's Undertaking for Line of Credit.....**

k) **Manufacturer's Authorization Letter**

l) **Non-Contamination Certificate.....**

m) **Certificate of Chemical Analysis and Quality Test Report.....**

n) **Certificate of Agriculture use..... .....**

o) **Price Schedule For Goods**

a. Bid Submission Form

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

Date: ……..
ICB No.: KSCL/U/ICB-139/078/079
Invitation for Bid No KSCL/U/ICB-139/078/079

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 No.: ……

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services Supply and Delivery of Urea 25,000±2% MT of UREA chemical fertilizers on CIP Nepal delivery basis*;*

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

(d) The discounts offered and the methodology for their application are:
Discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: ……

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in the amount stated in ITB Clause 43 for the due performance of the contract.

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries. ……

(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible in accordance with ITB Sub-Clause 4.3;

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

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

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

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

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

Signed: ……

Name:

Designation:

Duly authorized to sign the bid for and on behalf of:……...

Dated on _____ day of _____

b. Bidder Information Form

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

Date: ……
ICB No.: KSCL/U/ICB-139/078/079

Page _____ of_ _____ pages

1. Bidder's Legal Name :
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

c. Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].
Date: *[insert date (as day, month and year) of Bid Submission*]
ICB No.: KSCL/U/ICB-139/078/079

1. Bidder's Legal Name: ……..
2. JV's Party legal name: …….
3. JV's Party Country of Registration: ……..
4. JV's Party Year of Registration: …….
5. JV's Party Legal Address in Country of Registration: ……
6. JV's Party Authorized Representative Information Name: …….. Address: …….. Telephone/Fax numbers: …….. Email Address: ……
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

d. Financial Situation Form (N/A)

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

Financial Data for Previous 3 Years (in USD)		
2075/076 (2018/019)	**2076/077 (2019/020)**	**2077/078 (2020/021)**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

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 the last three or above years, as indicated above, complying with the following conditions?

- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

e. Average Annual Turnover Form (N/A)

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

Annual Turn over Data for the Last 3 Years	
Year	**Amount (in USD)**
2075/076 (2018/019)	
2076/077 (2019/020)	
2077/078 (2020/021)	
Average Annual Turnover	

f. Financial Resources Form (N/A)

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

Financial Resources		
No.	**Source of financing**	**Amount (in USD)**
1		
2		
3		

Note: If Bidder's proposed source of financing is Line of Credits, the letter from the Bank must be in the prescribed format and stated details/terms and conditions as per the Bid Forms "Letter of Commitment for Bank's Undertaking for Line of Credit"

g. Pending Litigation Form

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

Year	Matter in Dispute	Value of Pending Claim in USD	Value of Pending Claim as a Percentage of Net Worth

h. Specific Experience Form

Bidder's Legal Name: _____ Date: _____

IFB No.: KSCL/U/ICB-139/078/079

Page _____ of _____ pages

Similar Contract	**Information**
Contract Identification	_____

Award date

Completion date___ _____

Role in Contract	☐ Contractor	☐ Management Contractor	☐ Subcontractor
Total Contract amount	_____		Currency____
Description of the Works performed by the Bidder			
If partner in a JV or subcontractor, specify participation of total Contract amount	_____%	_____	Currency____
Purchaser's Name:	_____		
Purchaser's Address:			
Purchaser's Telephone/fax number:	Purchaser's E-mai___		

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

i. Bid Security (Bank Guarantee)

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

_____

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

Beneficiary: **Krishi Samagri Company Limited,**
Kuleswor, Kathmandu, Nepal

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

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

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

(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

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

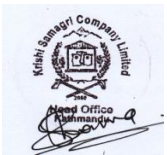
This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt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

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.

_____

[signature(s)]



j. Letter of Commitment for Bank's Undertaking for Line of Credit (N/A)

Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the commercial bank or Financial Institution)

Invitation for Bids No:

Date:

Contract No:

Name of Contract :

To:

Krishi Samagri Company Limited,
Kuleswor, Kathmandu, Nepal

CREDIT COMMITTMENT No: [*insert number*]

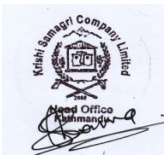
We have been informed that *[name of Bidder]* (hereinafter called "the Bidder") intends to submit to you its Bid (hereinafter called "the Bid") for the execution of the Contract of ***[description of Contract]*** under the above Invitation for Bids (hereinafter called "the IFB").

Furthermore, we understand that, according to your conditions, the Bidder's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Bidder, we *[name and address of the Bank]* do hereby agree and undertake that [*name and address of the Bidder*] will be provided by us with a revolving line of credit, in case awarded the Contract, for execution of the Contract viz. [*insert name of the Contract*], for an amount not less than NRs …….[*in figure*] (*in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until ***[Insert "Initial Contract Period"]*** months by the Procuring Entity.

In witness where of, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature Signature



k. Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated and should bear official seal. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. 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 30,000±2% MT KSCL/U/ICB-139/078/079.
We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby confirm to supply the Goods as per specification and quantity as well as 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. We hereby also confirm that the offer product is free from contamination of any radioactive element.

We also certify that the Specification of the products are as follows:

SPECIFICATION

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.

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]*

Krishi Samagri Company Limited
Head Office
Khatmandu

l. 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 30,000±2% MT KSCL/U/ICB-139/078/079

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]

m. 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 UREA Fertilizer Urea 25,000±2% MT KSCL/U/ICB-139/078/079

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)

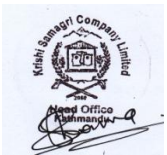
Specification of Urea Fertilizer & Quantity Required:

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.

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.

Signed: [insert signature(s) with
Name: [insert complete name(s)
Title: [insert title]
Date: [insert date]



ANNEX - VI

n. 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 **UREA Fertilizer Urea 30,000±2% MT** KSCL/U/ICB-139/078/079

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]

o.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-139/078/079

1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	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 Biratnagar**		*107 days from the date of L/C opening.*	**7,500 MT**			
2	**UREA (46-0-0) for Birgunj**			**12,000 MT**			
3	**UREA (46-0-0) for Bhairahawa**			**10,500 MT**			
						Total Price	
Total Bid Price in Words:							

Note: i) Price for 1.5 (one and half) percent spare bags, custom duty for spare bags and other ibcidetal 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.

Name of Bidder:……..

Signature of Bidder: ……

Date: ……

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

Section V. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule .....

2. List of Related Services and Completion Schedule .....

3. Technical Specifications .....

4. Drawings .....

5. Inspections and Tests .....

Line Item N.	Description of Goods	Total Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date	Bidder's offered Delivery date [*to be provided by the bidder*]
1	**UREA (46-0-0) for Biratnagar**	**7,500**	***Metric Ton***	*KSCL Warehouse* **Biratnagar**	*107 Days from the date of L/C opening.*	
2	**Spare bags for Biratnagar**	**2,250**	***Pcs***			
3	**UREA (46-0-0) for Birgunj**	**12,000**	***Metric Ton***	*KSCL Warehouse* **Birgunj**		
4	**Spare bags for Birgunj**	**3,600**	***Pcs***			
5	**UREA (46-0-0) for Bhairahawa**	**10,500**	***Metric Ton***	*KSCL Warehouse* **Bhairahawa**		
6	**Spare bags for Bhairahawa**	**3,150**	***Pcs***			

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Not Applicable				

3. 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 Purchaser shall prepare the detailed TS take 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.

- it is encouraged use of metric units.

- Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications 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 as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from the Borrower's or from other eligible countries, 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.

- Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words "or at least equivalent" shall always follow such references.

- Technical Specifications 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/completion.

(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 liquidated damages 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. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), 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 Technical Specifications, 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.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

Krishi Samagri Company Limited
Head Office
Kathmandu

A. 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.

Krishi Samagri Company Limited
Head Office
Kathmandu

B. Bag marking

One Side

नेपाल सरकारबाट
अनुदानित रसायनिक मल

कृषक

युरिया

(एनपिके ४६-०-०)

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

वितरक

कृषि सामग्री कम्पनी लिमिटेड
कुलेश्वर, काठमाण्डौ
टेलिफोन नं.: ०१-४२७४८१९
इमेलः aicl.nepal@gmail.com

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.: 01-4274819
E-mail: aicl.nepal@gmail.com

Manufacture's Logo

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

Country of Origin: .....
Contract No.: .....
Manufactured Year: .....

Net Weight: 50 Kg.
Gross Weight: 50.230 Kg
(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.

4. 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.

Section VI. General Conditions of Contract

Table of Clauses

1. Definitions
2. Contract Documents
3. Fraud and Corruption
4. Interpretation
5. Language
6. Joint Venture, Consortium or Association
7. Notices
8. Governing Law
9. Settlement of Disputes
10. Scope of Supply
11. Delivery
12. Supplier's Responsibilities
13. Purchaser's Responsibilities
14. Contract Price
15. Terms of Payment
16. Taxes and Duties
17. Performance Security
18. Copyright
19. Confidential Information
20. Subcontracting
21. Specifications and Standards
22. Packing and Documents
23. Insurance
24. Transportation
25. Inspections and Tests
26. Liquidated Damages
27. Warranty
28. Patent Indemnity
29. Limitation of Liability
30. Change in Laws and Regulations
31. Force Majeure
32. Change Orders and Contract Amendments
33. Extensions of Time
34. Termination
35. Assignment

General Conditions of Contract

1. Definitions	1.1 The following words and expressions shall have the meanings hereby assigned to them: (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. (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto. (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (d) "Day" means calendar day. (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. (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (g) "GCC" means the General Conditions of Contract. (h) "GoN" means the Government of Nepal. (i) "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. (j) "Purchaser's Country" is the country of Nepal . (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC. (l) "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. (m) "SCC" means the Special Conditions of Contract. (n) "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

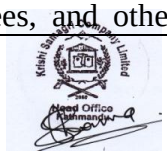
	Supplier. (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier. (p) "The Site," where applicable, means the place named in the SCC.
2. Contract Documents	2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
3. Fraud and Corruption	3.1 Public procurement act, 2063 requres that public Entities, Bidders, Supplies, Contractors and consultant under Public contract to serve the hightest standerd of ethics during the procurement and execution of such contract. 3.2 If the Purchaser determines at any time that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 15 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply. (a) For the purposes of this provision, the terms set forth below as follows: (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non competitive levels; and; (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract; (v) "obstructive practice" means (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 (bb) acts intended to materially impede the exercise of the GoN/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25. 3.3 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years including on the following grounds and seriousness of the act committed by the bidder: (a) If it is established that the Supplier has committed acts specified in ITB 3.2, (b) If it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract. 3.4 Incase of DP funded bid, DP: (a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation; (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 (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.

	4.2	Incoterms (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. (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.
	4.3	Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
	4.4	Amendment 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.
	4.5	Non-waiver (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. (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.
	4.6	Severability 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.

	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	Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
	6.2	The contractor shall not handover the responsibility of the 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.
	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 the Nepal, unless otherwise specified in the SCC.
9. Settlement of Disputes	9.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	9.2	If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms **specified in the 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 Supply.**
	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 Supply. The details of shipping and other 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 of Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	13.2	The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause **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.
	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 the SCC.
	15.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.
	15.3	Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
	15.4	The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as specified in the SCC.
	15.5	In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.3, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.
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.
	16.2	For goods supplied from within the Nepal, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Tax deduction at source shall be applied as per taxation law of Nepal.
	16.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Nepal, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
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.
	17.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	17.3	The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
	17.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
18. Copy right	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.
	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.
	19.3	The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that: (a) The Purchaser or Supplier need to share with the Donor or other institutions participating in the financing of the Contract; (b) Now or hereafter enters the public domain through no fault of that party; (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 (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	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.
	19.5	The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20. Sub-contracting	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.
	20.2	Subcontracts shall comply with the provisions of GCC Clauses **3**.
21. Specifications and Standards	21.1	Technical Specifications and Drawings (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract. (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. (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
	21.2	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.
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.
	22.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
23. Insurance	23.1	Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the SCC**.
24. Transportation	24.1	Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Supply.
25. Inspections and Tests	25.1	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Supply.
	25.2	The inspections and tests may be conducted on the premises of the

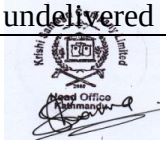
		Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as **specified in the SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	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.
	25.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
	25.5	The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
	25.6	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	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**.
	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	26.1	Except as provided under GCC Clause **31**, if the Supplier fails to

Damages		deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause **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.
	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 the country of final destination.
	27.3	Unless otherwise specified in the SCC, the warranty shall remain valid for three (3) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for six (6) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
	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.
	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.
	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: (a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) The sale in any country of the products produced by the Goods. 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.
	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.
	28.3	If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
	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.
	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 : (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

	(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 the place of Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.
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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 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. 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: (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) The method of shipment or packing; (c) The place of delivery; and (d) The Related Services to be provided by the Supplier.

	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.
	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 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.
		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 **33.1.**
34. Termination	34.1	Termination for Default (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (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; (ii) If the Supplier fails to perform any other obligation under the Contract; or (iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract. (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 the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. 34.2 Termination for Insolvency. (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser 34.3 Termination for Convenience. (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (i) To have any portion completed and delivered at the Contract terms and prices; and/or (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and (iii) 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

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.

GCC 1.1(k)	The Purchaser is: **Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu**
GCC 1.1 (p)	The Site is: KSCL warehous Biratnagar, Birgunj and Bhairahawa
GCC 4.2 (b)	The version of Incoterms shall be: 2015
GCC 5.1	The language shall be: *English*
GCC 6.1	The individuals or firms in a joint venture, consortium or association **"shall"** jointly and severally liable.
GCC 7.1	For **notices**, the Purchaser's address shall be: Name and Address of the Purchaser: **Krishi Samagri Company Limited (KSCL), Head Office, Kuleshwor, Kathmandu** ***Phone : 4274819, 4279715;*** ***FAX: 4278790*** ***E-mail : aicl.nepal@gmail.com***:
	For **notices**, the Supplier's address shall be Name and Address of the Supplier: ***Phone :*** ***Fax:*** ***E-mail :***
GCC 8.1	The governing law shall be the law of: *Nepal*
GCC 9.2	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at Kathmandu. In case of dispute with non resident foreign Suppliers the arbitration shall be settled under UNCITRAL Arbitration Rules as at present in force. The Venue of Arbitration shall be Kathmandu, Nepal. English language shall prevail for arbitration purpose. 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 Supply"*
GCC 11.1	Details of shipping and documents to be furnished by the Supplier shall be: "For Goods supplied from abroad as per Incoterms CIP: 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. 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 b Purchaser's agent at the port of discharge. Such notice shall be effected during normal 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. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company: a) Three (3) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; b) Original and two (2) copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and three (3) copies of non-negotiable bill of lading; c) Original certificate of manufacturer certifying quality of goods. d) Charter party Agreement (if any) e) Original Certificate of quality, quantity issued by SGS at the place of loading. f) Original Certificate of hold and hatch cleanliness issued by SGS at the place of loading. g) Original Certificate of non-contamination and certificate of fit for Agriculture use issued by SGS at the place of loading. h) Three (3) copies of inspection certificate issued by Societe General Surveillance (SGS) at the place of loading. i) Shipping Company Statement confirming that the age of vessel does not exceed twenty (20) years. j) Three (3).copies of the packing list showing gross/net weight and number of ocean bill of lading. k) Original and three (3) copies of insurance policy insurance certificate covering all marine risks and non-delivery including TPND, SRCC, water damage etc l) Three (3) copies of Manufacturer's or Supplier's warranty certificate; m) Original and three (3) copies of certificate of origin. issued or endorsed by the chamber of commerce n) Railway receipt (RR) and evidence on the arrival of Goods in the custom (Dryport) of Nepal (Only applicable (i) in case of bulk cargo and packing of fertilizer outside the country of origin or (ii) Goods and Services manufatured in India or

	(iii) for Domestic Suppliers
GCC 14.2	Not Applicable
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows: **The payment shall be made:** **(a)** through an irrevocable confirmed letter of credit opened in favour of the Supplier, or
GCC 15.1	GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad to foreign bidders** Payment of foreign currency portion shall be made in (___) *[currency of the Contract Price]* in the following manner: (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 country of origin)** Or (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)** (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. 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.
	Payment for Goods and Services manufatured in India: (i) **On Shipment: Ninety** (90) percent of the Contract Price of the Goods shipped shall be paid in Indian currency 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.

	(ii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be released in Indian currency 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. 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
	Payment to Domestic Bidders: 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: A**dvance Payment:** (In case of bag cargo) (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. (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 **Advance payment shall be settled proportionately in this payment**. (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. 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 through independent surveyor authorized by ministry of agriculture and Livestock development. However, the Purchaser may deduct as necessary, in accordance with the contract conditions. **If L/C has not been opened, The payment to Supplier shall made from the Purchaser's bank account under same conditions stated above**.

Letter of Credit Terms

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.

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

iii. Partial shipment allowed.

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.

v. Quantity and amount of letter of credit (± 2%) percent allowed.

vi. Documents wording (pct) or (%) or (0/0) or (percent) is acceptable.

vii. All the documents in languages other than English must be accompanied with and by the official english translation.

viii. Amendment charges will be at faulty party's account.

Other Terms:

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.

ii. Payment of local currency portion shall be made in Nepalese Rupees within 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.

iii. Price of India origin fertilizers shall be paid in Indian currency only.

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.

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.

vi. Necessary deduction, if any, shall also be made as per conditions of contract.

vii. Suplier shall provide the Performa Invoice (PI) within 5 days after the sign of the contract. 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 15.4	The currencies for payments shall be: ……
GCC 15.5	The interest rate that shall be applied for payment delay is :N/A
GCC 17.1	The Supplier shall provide a Performance Security as follows: 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. 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: **Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.** The Bid Price and Cost Estimate shall be inclusive of Value Added Tax. The amount of the Performance Security shall be in USD, and shall be valid for the period of 9 month. The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period. The supplier shall also have to submit BCI Report before signing of the contract. The successful Bidde shall furnish the Letter of Commitment for Bank's Undertaking for Line of Credit of the amount as specified in the BDS, using Sample Form for the Line of Credit included in Section IV (Bidding Forms) at the time of contract agreement
GCC 17	**a.) Performance Security may be forfeited if:** i. The Supplier fails to deliver the goods in time; or ii. The specifications of fertilizer supplied is not in conformity with the contract Agreement iii. Any condition stipulated in contract is not complied with. iv. If L/C cannot be established due to the poor credit rating of supplier **b.) Release of Performance Security** 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)

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 reputable 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 outside the bag shall be:

One Side

नेपाल सरकारबाट
अनुदानित रसायनिक मल

NO USE HOOKS MINERAL FERTILIZER

कृषक

युरिया

(एनपिके ४६-०-०)

NO USE HOOKS MINERAL FERTILIZER

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

वितरक

कृषि सामग्री कम्पनी लिमिटेड
कुलेश्वर, काठमाण्डौ

टेलिफोन नं.: ०१-४२७४८१९
इमेलः aicl.nepal@gmail.com

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.: 01-4274819
E-mail: aicl.nepal@gmail.com

Manufacture's Logo

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

Country of Origin: .....
Contract No.: .....
Manufactured Year: .....

Net Weight: 50 Kg.
Gross Weight: 50.230 Kg
(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.

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."*
	The validity of insurance policy must be at least 60 days after final date of delivery of goods at Nepal (KSCL's warehouses i.e. Biratnagar, Birgunj and Bhairahawa). The policy must be in favour of KSCL. Any excess limit clause in insurance policy will not be acceptable. For any shortage / damage / non-delivery ascertained by the surveyors, KSCL will deduct its insured value from balance payment / Performance Security. This deducted amount will be refunded upon realization of claim from insurance company. The procedure for insurance claim by the buyer will be supported by the supplier.
GCC 24.1	Obligations for transportation of the Goods shall be in accordance with: *"The supplier is required under the contract to transport the Goods to a specified place of final destination within the purchaser's country, defined as the project site, transport to such place of destination in the Purchaser's country including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.*

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: 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. 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. 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. 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 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 **f)** 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 as follows: i. For delay of 1 to 15 days – 0.5% CIP value of delayed quantity ii. For delay of 16 to 30 days – 1.0% CIP value of delayed quantity iii. For delay of 31 to 45 days – 1.5% CIP value of delayed quantity **iv.** For delay of 45 days – 5% CIP value of delayed quantit
GCC 26.1	The maximum amount of liquidated damages shall be: *N/A*
GCC 27.3	The period of validity of the Warranty shall be: **3 month from date of acceptance.**
GCC 27.5	The Supplier shall correct any defects covered by the Warranty within *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). 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. In case of force majeure the Supplier is entitled to an extension of the time of delivery provided; 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; 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); iii. That he proves that the delay occurred is not due to his own action or omission. However, the Supplier shall be responsible for the delayed delivery of goods due to any Governmental procedure outside Nepal. Such delay in government procedure outside Nepal cannot be considered as force majeure. The cost, which may incur due to such delay, shall be borne by the Supplier. If any force majeure occurs in the country of origin mentioned in this contract, then supplier will have to deliver goods from any other origin with prior approval of KSCL, so as to meet delivery schedule.
Additional Conditions:	

1. Shipment	i. In order to ensure timely delivery, the entire consignment must be shipped within 57 days from the date of opening of the Letter of Credit, failure to which may lead to forfeiture of Performance Security and termination of the Contract. 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. ii. Failure to above 1st Shipment shall lead to forfeiture of Performance Security and termination of the contract. iii. Shipment made less than -2% shall be subject to deduct the 20% of CIP value for the less quantity.
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: i. Vessel's sailing date ii. Name of the steamship iii. Name and registration number of the vessel iv. Flags of the vessel v. Name of the ship's captain vi. Tonnage (DWT) of the vessel vii. Ocean Bill of lading number and date viii. Net quantity loaded ix. Number of hatches on vessel x. Estimated time of arrival at the port of discharge 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 buyer and buyer's agent at the port of discharge. Such notice shall be effected during normal 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.
3. Other contract conditions	a. Shipment shall be in vessels classified Lloyds 100-1A or equivalent. Supplier shall nominate vessel minimum 05 (five) days before ETA for loading. b. Bagging should be allowed at load port. In case of bagging to be done in unload port/discharge port pre-approval of KSCL is required.

4. Clearing of Goods	a. The Supplier will be responsible to avail all necessary documents necessary for clearing of goods at Nepal and transport to the final destinations. b. 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. Use of 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.

Section VIII. Contract Forms

Table of Forms

Letter of Intent …….

Letter of Acceptance……..

Agreement Form……

Performance Security .....

Advance Payment Security .....

Letter of Intent

[On letterhead paper of the Purchaser]

. . . . . .*[insert* ***date]****.*

To:. . . . . ***[insert name and address of the Contractor]***

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

This is to notify you that, it is our intention to award the contract……. [Insert ***date]*** for execution of the Supply and Delivery of Fertilizer, contract and identification number KSCL/U/ICB-139/078/079 to you as your bid Price. . . . . *[Insert currency and* ***.amount in figures and words].*** 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]

Notes on Letter of Intent

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.]

Letter of Acceptance

[On letterhead paper of the Employer]

Date: ……..

To:
Name and address of the Supplier. . . . . .

Subject: ***Notification of Award***

This is to notify that your Bid dated. . . ……. for execution of the Supply and Delivery of Fertilizer, contract and identification number KSCL/U/ICB-139/078/079 for the Contract price of USD……., in words……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 & Letter of Commitment for Bank's Undertaking for Line of Credit in the format attached in section IV bid form.

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:

1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., Supply and Delivery of Fertilizer, contract and identification number KSCL/U/ICB-139/078/079 and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)]* (hereinafter called "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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
   (a) This Contract Agreement
   (b) Special Conditions of Contract
   (c) General Conditions of Contract
   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
   (e) The Supplier's Bid and original Price Schedules
   (f) The Purchaser's Notification of Award
   (g) *[Add here any other document(s)]*

   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

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

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

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

WHEREAS [**insert complete name of Supplier**] (hereinafter "the Supplier") has received the notification of award for the execution of Supply and Delivery of Fertilizer, contract and identification number KSCL/U/ICB-139/078/079 (hereinafter "the Contract").] (Hereinafter"the Contract").

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

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

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

This security is valid until the [**insert day, month, and 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

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

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

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

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 and amount 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**]