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**BIDDING DOCUMENT**  
**for**  
**Procurement of Mobile Soil Testing Van**

**National Competitive Bidding (NCB)**  
**Contract ID: IWRMP-AF/DOA/G/NCB-22**

**Name of Purchaser:**  
**Irrigation and Water Resources Management Project,**  
**Department of Agriculture**  
**Kumaripati, Lalitpur,**  
**Nepal**

**Issued on: .....**





## Abbreviations

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
INCOTERM	International Commercial Terms
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
SBD	Standard Bidding Document
SBQ	Schedule of Bidder Qualifications
SCC	Special Conditions of Contract
SR	Schedule of Requirements
TS	Technical Specifications
UNCITRAL	United Nations Commission on International Trade Law
VAT	Value Added Tax





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## Invitation for Bids

Government of Nepal (GoN)

Department of Agriculture

### Irrigation and Water Resources Management Project

### Procurement of Three (3) Numbers of Mobile Soil Testing Van

Contract Identification No: IWRMP-AF/DOA/G/NCB-22

**Date of publication: 27 Sept, 2016**

Name of the Development Partner: International Development Association (IDA)

Credit: H902-NP

1. Government of Nepal has received a Grant from International Development Association towards the cost of Irrigation and Water Resources Management Project and intends to apply part of the funds to cover eligible payments under the Contract for "Procurement of Three (3) Numbers of Mobile Soil Testing Van, Contract ID: IWRMP-AF/DOA/G/NCB-22. Bidding is open to all eligible Bidders from all countries as defined in Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011, Revised July 2014.
2. The Irrigation and Water Resources Management Project invites sealed bids from eligible bidders for the "Procurement of Three (3) Numbers of Mobile Soil Testing Van".
3. Eligible Bidders may obtain further information and inspect the bidding documents at our official website: <http://iwrmp.gov.np>.
4. A complete set of bidding documents in English may be purchased from the above office of Irrigation and Water Resources Management Project, Kumaripati, Lalitpur, Nepal by interested eligible bidders within **26 Oct, 2016** in office hour upon the submission of a written application along with valid copy of company/firm registration certificate, and upon payment of a nonrefundable fee of **NRs 3,000.00**. The bidders also have option to deposit non-refundable fee of NRs 3,000.00 to Office Account Number 180-51-2440, Office Code Number 28-312-44, Revenue Heading Number 14227 in Nepal Bank Limited, Gabahal, Lalitpur, Nepal.
5. Bids must be delivered to Irrigation and Water Resources Management Project, Kumaripati, Lalitpur, Nepal within 12: 30 p.m. on **27 Oct, 2016**. Electronic bidding will be permitted. Please refer to BIDDING DOCUMENT for electronic bid submission. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at Project Office on 1:00 p.m. on **27 Oct, 2016**.
6. The interested eligible bidders, who choose to submit bid electronically, may download a complete set of bidding documents in English through website [www.bolpatra.gov.np](http://www.bolpatra.gov.np) and also submit bid electronically through same website.
7. The bidders, who choose to submit bid electronically, shall submit original copy of bidding document mandatorily if requested by this project during bid evaluation period. If bidder fails to submit original copy of bidding document within deadline as requested, the bidder shall be considered as non-responsive bidder.
8. The bidders are requested to fill up and submit complete set of BIDDING DOCUMENT available in Section IV & Section V of issued bidding document. If any bidder fails to submit complete set of BIDDING DOCUMENT, the bidder shall be considered as non-responsive bidder.
9. If the last date of bid purchases and bid submission/bid opening falls on a Government holiday, then the same time on the next working day shall be considered for such events. In



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such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.

10. The Employer reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.
11. All bids must be accompanied by a Bid Security of **NRs 750,000.00** valid till **24 Feb, 2017**.



Handwritten signature: *Prakash*

Official stamp text:  
Government of Nepal  
Ministry of Agriculture Development  
Department of Agriculture  
Agriculture and Water Resource Management Project  
Project Co-ordinator's Office  
New Barabowan, Lalitpur



# Section I: Instructions to Bidders





# Section I: Instructions to Bidders

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## Section I: Instructions to Bidders

### 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 thereto as specified in Section V, Schedule of Requirements.
- 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 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) *indicated in the BDS* for which this Bidding Document is issued.

Or

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.

- 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.
- 2.3 Public Entity's Resources Funded.

#### 3. Fraud and Corruption

- 3.1 Anticorruption related laws require that GoN's officials (including beneficiaries of funds), as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this bidding document;
  - (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.
- (b) 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;
- (c) 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 carry out 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 time of opening of the bids until the notification of award of contract.
- 3.3 Without prejudice to any other rights of the Purchaser under the related laws, GoN may **blacklist** a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:
- (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 proved that the bidder has committed an act contrary to ITB 3.2.
- 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.

#### 4. Eligible Bidders

- 4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any *specified in the BDS*.
- 4.2 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.
- 4.3 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;
  - (b) receive or have received any direct or indirect subsidy from any of them;
  - (c) have the same legal representative for purposes of this Bid;
  - (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;
  - (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

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.

- 4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.7 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 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, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;
  - (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.
- 4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.
- 4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents *indicated in the BDS* at the time of bid submission and a declaration to submit the document(s) *indicated in the BDS* at the time of



contract agreement shall only be eligible

## 5. Eligible Goods and Related Services

- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country *specified in the BDS*.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied
- 5.3 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.

## 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 and construed in conjunction with any Addenda issued in accordance with ITB 9.

### 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 Requirements

### 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 Purchaser will reject any Bid submission if the Bidding Document was not purchased directly from the Purchaser, or



through its assigned office *as stated in the BDS*.

- 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- 7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document
- 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 ten (10) 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.

### 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** 11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language *specified in the BDS*. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language *specified in the BDS*, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 12. Documents 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 document 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 Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract.



15.2 Prices quoted in the Price Schedules shall be entered separately in the following manner:

- 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 and sales and other taxes already paid or payable: (i) on the components and raw materials used in the manufacture or assembly of goods quoted ex works or ex factory; or (ii) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom or off-the-shelf;
- ii. the price for inland transportation, insurance, and other costs incidental to delivery of the goods to their final destination, if ***specified in the BDS***;
- iii. the price of other (incidental) services, if any, ***listed in the BDS***.

15.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise ***specified in the BDS***. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. 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.

15.4 The terms EXW shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

15.5 The Bidder's separation of price components in accordance with ITB 15.1 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

15.6 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The methodology for its application shall be provided in bid submission sheet.

## 16. Currencies of Bid

16.1 All Prices shall be quoted in Nepalese Rupees.

## 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 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.
- (c) submit the copy of the documents as *specified in BDS*.

**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, Supply Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.

**19. Documents  
Establishing the  
Qualifications of  
the Bidder**

- 19.1 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 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 Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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 3.2.

## 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.

## 21. Bid Security

21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as *specified in the BDS*.

21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) original copy of an unconditional bank guarantee from "A" class commercial bank or;
- (b) original copy of cash deposit voucher in the Employer'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.

The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class Commercial Bank in Nepal.

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 42.

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 Form, except as provided in ITB 20.2; or

- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 42; or
  - (ii) furnish a Performance Security in accordance with ITB 42.

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 consist of a written confirmation as *specified in the BDS* and shall be attached to the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

## Submission and Opening of Bids

## 23. Sealing and Marking of Bids

- 23.1 Bidders may always submit their bids by mail or by hand or by courier, but in any means bid must be delivered within the deadline of submission as mentioned in ITB 24. 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 23.1; and
- (c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING".
- 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.
- 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 25. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, or Modification of Bids**
- 26.1 A Bidder may withdraw or modify its Bid after it has been submitted 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 22 and 23 (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", "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 Form or any extension thereof.
- 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, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked “WITHDRAWAL” shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. 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.

### **Evaluation and Comparison of Bids**

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|--|--|
| <b>28. Confidentiality</b>                         | <p>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 40.1.</p> <p>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.</p> <p>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.</p> |
| <b>29. Clarification of Bids</b>                   | <p>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.</p>  |
| <b>30. Deviations, Reservations, and Omissions</b> | <p>30.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>   |
| <b>31. Determination of Responsiveness</b>         | <p>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 ITB12.</p>  |



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 Requirements; 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 Requirements have been met without any material deviation or reservation.

## **32. Non-material Non-conformi- ties**

32.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.

32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

32.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included



while evaluating bid.

- 32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 31.4, such bid shall be considered irresponsible 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.

### **34. Domestic Preference**

- 34.1 If the price of goods manufactured in Nepal, are higher up to ten percent than that of foreign goods, a margin of preference up to ten percent to the goods manufactured in Nepal shall be provided in the evaluation of the Bids.

(This Clause shall be applicable only for GoN funded procurement.)

### **35. Evaluation and Comparison of Bids**

- 35.1 The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 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. Post-qualification of the Bidder**

- 36.1 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.
- 36.2 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.

- 36.3 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.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 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.

### **Award of Contract**

- 38. Award Criteria**
- 38.1 The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Purchaser's Right to Vary Quantities at Time of Award**
- 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages *indicated in the BDS*, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 40. Notification of Intention to Award**
- 40.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 38.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.
- 40.2 If no bidder submits an application pursuant to ITB 43.1 within a period of seven days of providing the notice under ITB 40.1 the Purchaser shall accept the bid selected in accordance with ITB 38.1 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.
- 41. Performance Security**
- 41.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to



the Purchaser.

- 41.2 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.

## **42. Signing of Contract**

- 42.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 41.
- 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and shall publish in an English/Nepali language newspaper or well-known and freely accessible website the 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.
- 42.3 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 40.2, requests in writing the grounds on which its bid was not selected.

## **43. Complaint and Review**

- 43.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having, receipt of such notice or decision making, for review of the proceedings stating the factual and legal grounds.
- 43.2 An application filed after the deadline pursuant ITB 43.1 shall not be processed.
- 43.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 43.1:
- (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or
  - (b) whether or not to reject a application.

No application can be submitted before the Review





Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value *as stated in BDS*.

- 43.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 43.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.
- 43.5 Late application filed after the deadline pursuant to ITB 43.4 shall not be processed.
- 43.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 43.3.
- 43.7 Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.
- 43.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 43.4.
- 43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee *as stated in BDS* with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed.
- 43.10 If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 43.9, within seven (7) days of such decision made.
- 43.11 If the claim made by the Bidder pursuant to ITB 43.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be forfeited.

#### 44. Provision of PPA

- 44.1 If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement



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**and PPR**

Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

  
Government of Nepal  
Ministry of Agriculture Development  
Department of Agriculture  
Agriculture and Water Resources Management Project  
Project Co-ordinator's Office  
Baneshwor, Lalitpur

## Section II: Bid Data Sheet





## Section II: Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	Name of the Purchaser: Irrigation and Water Resources Management Project, Kumaripati, Lalitpur, Nepal
<b>ITB 2.1</b>	Identification number of the Contract: Contract Name: "Procurement of Three (3) Numbers of Mobile Soil Testing Van" Contract ID: IWRMP-AF/DOA/G/NCB-22
<b>ITB 2.1</b>	Name of the Project: Irrigation and Water Resources Management Project Name of the DP: International Development Association (IDA) Implementing Agency: Department of Agriculture Select one option as appropriate. DP Funded
<b>ITB 4.1</b>	Bidders from the following countries are not eligible: Andorra, Cuba, Democratic People's Republic of Korea (North Korea), Liechtenstein, Monaco, Nauru, Tuvalu
<b>ITB 4.9</b>	Not Applicable
<b>ITB 5.1</b>	Goods and related services to be supplied from following countries are not eligible: Andorra, Cuba, Democratic People's Republic of Korea (North Korea), Liechtenstein, Monaco, Nauru, Tuvalu
<b>B. Bidding Document</b>	
<b>ITB 8.1</b>	For clarification purposes only, the Purchaser's address is: Name of the Purchaser: Irrigation and Water Resources Management Project City/Town: Kumaripati District: Lalitpur Country: Nepal Telephone: 5553532/33 Fax: 5008785 Electronic Mail Address: info@iwrmp.gov.np
<b>ITB 8.1</b>	The purchaser will respond in writing to any request for clarification provided that such request is received no later than ten (10) days prior to the deadline for submission of bid.
<b>ITB 8.2</b>	Pre-Bid meeting shall not be organized.
<b>C. Preparation of Bids</b>	



<b>ITB 11.1</b>	The language of the Bid is: English
<b>ITB 12.1 (h)</b>	Not Applicable
<b>ITB 14.1</b>	Alternative Bids are not permitted
<b>ITB 15.2 (i)</b>	The price quoted shall be : The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of CIP in Nepalese Rupees. The final destination will be as mentioned in Section V (2) Delivery and Completion Schedule.
<b>ITB 15.3</b>	The prices quoted by the Bidder shall not be adjustable.
<b>ITB 15.4</b>	The INCOTERM Edition is: <b>INCOTERM 2013</b>
<b>ITB 17.1 (c)</b>	The Bidders shall submit: <ul style="list-style-type: none"> <li>▪ Copy of Firm Registration Certificate</li> <li>▪ Copy of Business Registration Certificate</li> <li>▪ Copy of VAT and PAN Registration Certificate,</li> <li>▪ Copy of Tax Clearance Certificate/Tax returns submission evidence for the F/Y 2072/2073.</li> <li>▪ A written declaration made by the bidder, with a statement that s/he is not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offense.</li> </ul>
<b>ITB 19.2</b>	A Manufacturer's Authorization letter is only required for the items which is stipulated in Section V (3) Technical Specifications.
<b>ITB 19.3</b>	Not Applicable
<b>ITB 20.1</b>	The bid validity period shall be 90 days.
<b>ITB 21.1</b>	The Bidder shall furnish a bid security from "A" class commercial bank with a minimum of <b>NRs 750,000.00</b> , which shall be valid till <b>24 Feb, 2017</b> .
<b>ITB 21.2</b>	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in <b>Account No.: 0180-51-0016856, Office Code: 28-312-44, Account Name: Kosh Tatha Lekha Niyantrak Karyalaya-Kha-3</b> at Nepal Bank Limited, Gabahal, Lalitpur, Nepal and submit the receipt of the deposited amount of cash along with the bid.
<b>ITB 22.1</b>	In addition to the original of the Bid, the number of copies is: 1 (one)
<b>ITB 22.2</b>	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: <ol style="list-style-type: none"> <li>1. The Letter of Authorization shall be typed in the Letterhead of own Firm.</li> <li>2. Name, Designation and Specific Signature of person being authorized to sign on behalf of Bidder.</li> </ol>



Government of Nepal  
Ministry of Agriculture Development  
Department of Agriculture  
Agroforestry and Water Resources Management Project  
Project Co-ordinator's Office  
Hanthabawren, Lalitpur

	3. The name and position held by each person signing the authorization must be typed or printed below the signature.																																																
<b>D. Submission and Opening of Bids</b>																																																	
<b>ITB 23.1</b>	Bidders shall have option of submitting their bids electronically.																																																
<b>ITB 23.1</b>	<p>If bidders submit their bids electronically, the electronic bidding submission procedures shall be as follows:</p> <p>a) Interested bidders shall download the necessary part of bidding documents from E-procurement section of PPMO’s Web Site <b><u>www.bolpatra.gov.np</u></b>. The Bidder shall be required to deposit cost of bidding document as specified in Invitation for Bid (IFB). In addition, electronic scanned copy of the Bank Deposit Voucher in pdf format shall also be submitted along with the electronic bid files during electronic bid submission mandatorily.</p> <p>b) The Bidder shall fill up all the forms made available in Section IV and Section V after downloading bidding documents through website <b>www.bolpatra.gov.np</b>. The completed documents and forms shall be signed by the authorized representative of the Bidder with seal of the company. The Bidder shall then scan the completed original documents in PDF files with appropriate filename as mentioned in the table below. PDF (Adobe acrobat) version must be 4.0 or above.</p> <table><tr><th>S. N.</th><th>Document</th><th>PDF File name</th><th>Requirement</th><th>Remarks</th></tr><tr><td>1</td><td>All the Bidding Forms including price schedules and bid security as of Section IV</td><td>Bidding Form - 1</td><td>Mandatory</td><td></td></tr><tr><td>2</td><td>Schedule of Requirements including delivery/ completion schedule and Technical Specifications</td><td>Schedule of Requirements - 2</td><td>Mandatory</td><td></td></tr><tr><td>3</td><td>Company/Firm registration certificates</td><td>Company Registration- 3</td><td>Mandatory</td><td>By all firms in case of a JV</td></tr><tr><td>4</td><td>PAN &amp; VAT registration certificates</td><td>PAN &amp; VAT Registration- 4</td><td>Mandatory for National firms</td><td>By all firms in case of a JV</td></tr><tr><td>5</td><td>Updated tax clearances certificate</td><td>Tax - 5</td><td>Mandatory for National firms</td><td>By all firms in case of JV</td></tr><tr><td>6</td><td>Power of attorney of bid signatory</td><td>Power of Attorney - 6</td><td>Mandatory</td><td></td></tr><tr><td>7</td><td>Joint venture agreement</td><td>JV doc – 7</td><td>Mandatory</td><td>If bid is submitted in JV</td></tr><tr><td>8</td><td>Bank Deposit Voucher</td><td>Voucher - 8</td><td>Mandatory</td><td></td></tr></table> <p>Note:</p>				S. N.	Document	PDF File name	Requirement	Remarks	1	All the Bidding Forms including price schedules and bid security as of Section IV	Bidding Form - 1	Mandatory		2	Schedule of Requirements including delivery/ completion schedule and Technical Specifications	Schedule of Requirements - 2	Mandatory		3	Company/Firm registration certificates	Company Registration- 3	Mandatory	By all firms in case of a JV	4	PAN & VAT registration certificates	PAN & VAT Registration- 4	Mandatory for National firms	By all firms in case of a JV	5	Updated tax clearances certificate	Tax - 5	Mandatory for National firms	By all firms in case of JV	6	Power of attorney of bid signatory	Power of Attorney - 6	Mandatory		7	Joint venture agreement	JV doc – 7	Mandatory	If bid is submitted in JV	8	Bank Deposit Voucher	Voucher - 8	Mandatory	
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8	Bank Deposit Voucher	Voucher - 8	Mandatory																																														




	<p>Mandatory means all the mentioned files must be included in electronic bid submission. If the bidders did not submit electronically such mandatory files, they shall be considered as non-responsive bidders.</p> <p>c) For electronic bid submission, the Bidder shall first register in the e-procurement section of PPMO's Web site <a href="http://www.bolpatara.gov.np">www.bolpatara.gov.np</a>.</p> <p>d) The Bidder shall then prepare all the required bidding documents in PDF scan files as specified in S.N. (b) and shall upload the PDF bid files and submit his complete bid online through e-procurement section of PPMO's website <b><a href="http://www.bolpatara.gov.np">www.bolpatara.gov.np</a></b> within the specified date and time.</p> <p>e) The Bidder/Bid shall meet the following requirements and conditions for electronic bid submission:</p> <ol style="list-style-type: none"> <li>i) The electronically submitted bids must be readable through open standards interfaces. Unreadable and partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.</li> <li>ii) In addition to electronically submitted PDF files, the Bidder shall submit the entire mandatory original document [hard copy as specified in S.N. (b)] if requested by this project during bid evaluation period. If bidder fails to submit original copy of mandatory original document within deadline as requested, the bidder shall be considered as non-responsive bidder.</li> <li>iii) In case of major discrepancy found between electronically submitted PDF bid files and original bid document (hard copy) submitted by the Bidder, the bid shall be rejected as non-responsive bidder.</li> <li>iv) Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access and open competition. The Bidders are fully responsible to use the e-submission facility properly in e-procurement section of PPMO's website <b><a href="http://www.bolpatara.gov.np">www.bolpatara.gov.np</a></b> as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.</li> <li>v) When a Bidder submits electronic bid by downloading the bidding documents from the PPMO's webpage it is assumed that the Bidder has prepared his bid by studying and examining the complete set of Bidding documents including specifications, drawings and conditions of contract.</li> <li>vi) While bidding electronically, the bidders can download their bid submission report after uploading all the mandatory documents as described in S.N. (b). The bidder should have to verify whether all the required documents have been uploaded successfully or not, by opening the downloaded bid submitted report, only then bidder have to submit their bid.</li> <li>vii) In the case of electronic bidding, the bidders do not have to</li> </ol>
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	upload & submit catalogue of the offered product. These documents need to be submitted mandatorily along with original hard copy as mentioned in S.N. e (ii).
<b>ITB 24.1</b>	For bid submission purposes only, the Purchaser's address is : Irrigation and Water Resources Management Project, Kumaripati, Lalitpur, Nepal. Telephone: 5553532/33 Email: <a href="mailto:info@iwrn.gov.np">info@iwrn.gov.np</a>
<b>ITB 24.1</b>	The deadline for bid submission is: Date: 27 Oct, 2016 Time: 12:30 p.m.
<b>ITB 24.1</b>	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
<b>ITB 27.1</b>	The bid opening shall take place at: Irrigation and Water Resources Management Project Date: 27 Oct, 2016 Time: 1:00 p.m. Place: Meeting Hall
<b>ITB 27.1</b>	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: All the electronic bids shall be downloaded from website publicly in presence of representative of bidders and rest of bid opening process will be same as bid opening process of manually submitted bids.
<b>E. Evaluation and Comparison of Bids</b>	
<b>F. Award of Contract</b>	
<b>ITB 39.1</b>	The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is: 20%
<b>ITB 43.3</b>	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount up to the value of Nepalese Rupees 30,000,000 (thirty million)
<b>ITB 43.9</b>	The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee equal to 0.5% of its bid price.



## Section III: Evaluation and Qualification Criteria



## A. Evaluation Criteria

a)	<p>Delivery schedule : Relevant parameters of delivery :</p> <p>(i) Earliest: 120 days after date of agreement</p> <p>(ii) Latest: 150 days after date of agreement</p> <p>No credit will be given to deliveries before the earliest date and bids offering delivery after the latest date shall be treated as non-responsive. Within this acceptable period, an adjustment of 0.05 per cent of the bid price per day will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date”.</p>
b)	<p>Deviation in payment schedule:</p> <p>Bids offering a payment schedule different from that specified by the Purchaser shall not be acceptable and such bids will be considered non-responsive.</p>
c)	<p>Cost of spare parts:</p> <p>Not Applicable</p>
d)	<p>Spare parts and after sales service facilities:</p> <p>Not Applicable</p>
e)	<p>Operating and maintenance costs.</p> <p>Not Applicable</p>



## B. Qualification Criteria

- a) The bidder shall submit evidence of minimum supply value of goods under a single contract in the last five years of NRs 30,000,000.00, inclusive of VAT. The evidence shall be supported by notarized copy of experience certificate issued by concerned purchaser. **[Please use Bidding Form No. 8 to elaborate this criteria]**
- b) The bidder shall furnish notarized copy of past three (3) Fiscal Years' supply record (at least one supply record in each Fiscal Year) within last five (5) Fiscal Years of supplying goods of similar nature (*e.g.*, Farm/laboratory equipment) under this contract. To end this, the bidder should submit evidence with notarized copy of certificate issued by purchaser which should contain i) name of purchaser with contact details, types of goods supplied, date of supply and value of contract. **[Please use Bidding Form No. 8 to elaborate this criteria]**
- c) The bidder shall submit evidence of average annual turnover of past three fiscal years within last 5 fiscal years of NRs 60,000,000.00. The bidder shall submit notarized copy of audit reports of corresponding Fiscal Years as supporting document. **[Please use Bidding Form No. 5 to elaborate this criteria]**
- d) The bidder shall submit evidence of minimum amount of liquid assets/credit facility of NRs 24,000,000.00. If bidder wishes to submit line of credit, it shall be from "A" class commercial bank. **[Please use Bidding Form No. 6 to elaborate this criteria]**
- e) The Net worth of the Bidder should be positive as on the end of Fiscal year 2071/2072 to justify the reputation and financial worthiness of the Bidder. The latest audited Balance Sheet of last three years should be attached with the bid. **[Please use Bidding Form No. 4 to elaborate this criteria]**
- f) All pending claims, arbitration, or other litigation shall represent in total not more than 50 (fifty) percent of the Bidder's net worth. **[Please use Bidding Form No. 7 to elaborate this criteria]**
- g) The bidder shall submit commitment letter stating that the offered goods/equipment shall be latest and in current production for a minimum of 2 years.
- h) The bidder shall submit commitment letter stating that spare parts and after sales services for offered goods/equipment shall be available at least for 5 years.







## Section IV: Bidding Forms





## Section IV: Bidding Forms

### Table of Forms

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# 1. Bid Submission Form

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

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

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: \_\_\_\_\_;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Goods and Related Services: \_\_\_\_\_;
- (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: \_\_\_\_\_;
- (e) Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, 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 of 10% percent of the Contract Price for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the GoN;
- (i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:



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

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

- (j) 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.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business related offense.
- (m) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



## 2. Bidder's Information Form

*[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]*

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's 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	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	<b>Attached are copies of the following original documents.</b>  <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm	



### 3. Joint Venture Information Form

Lead Partner	Name of the Lead Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
	Name of the partner authorized to sign the Bid:	






## 4. Financial Situation Form

Financial Data for Previous 3 Years (in NRs)		
Year 1: 2070/2071	Year 2: 2071/2072	Year 3: 2072/2073

### 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).

*Note:*

*This form shall be supported with evidence of notarized copy of audit reports.*



## 5. Average Annual Turnover Form

*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.*

Annual Turnover Data for the Last 3 Years	
Year	Amount (in NRs)
<b>Average Annual Turnover</b>	

*Note:*

*This form shall be supported with evidence of notarized copy of audit reports.*



## 6. Financial Resources Form

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 NRs)
1		
2		
3		

Note:

*The letter from the Bank must be unconditional.*



## 7. Pending Litigation Form

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

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

## 8. Specific Experience Form

Bidder/Manufacturer's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Total Contract amount	_____	Currency	_____
Description of the good supplied/installed by the Bidder	_____		
If partner in a JV or subcontractor, specify participation of total Contract amount	_____ %	_____	Currency _____
Employer's Name:	_____		
Employer's Address:	_____		
Employer's Telephone/fax number:	_____		
Employer's E-mail:	_____		
	_____		
	_____		

*Note:*

*The Bidder shall complete this form for each contract completed. This form shall be supported with evidence in the form of notarized certificated issued by purchaser.*





## 9. Price Schedules





## Price Schedule

Name of Bidder \_\_\_\_\_

Item	Description	Country of Origin	Quantity	Unit	Unit price CIP (in NRs)		Total price CIP (in NRs) (cols. 4x5)
					In Figure	In Words	
1	2	3	4	5	6	7	4x6=8
1	Mobile vehicle bus type with complete van features		3	set			
2	Portable Generator		3	set			
3	Laptop		3	set			
4	Printer		3	set			
5	Air Conditioner		3	set			
6	Reciprocating Shaker		3	set			
7	Electronic Balance		3	set			
8	Magnetic Stirrer with Hot Plate		3	set			
9	GPS Navigator		3	set			
10	Fire Extinguisher		3	set			



11	Spectrophotometer		3	set			
12	PH Meter		3	set			
13	Colorimeter		3	set			
14	Flame Photometer with compressor		3	set			
15	Electrical Conductivity (EC) Meter		3	set			
16	Multimedia Projector		3	set			
17	Projector Screen with Tripod Stand		3	set			
18	Portable Speaker with Microphone		3	set			
19	Laboratory Glass wares/Plastic wares with chemicals as per <b>annex I</b>		3	set			
	Total						
	VAT						
	Grand Total						

**Annex I: Laboratory Glass wares/Plastic wares with chemicals**

S. N.	Product	Capacity	Quantity in numbers	Unit price CIP (in NRs)	Total price CIP (in NRs)
	<b>A. Glass Ware / Plastic Wares</b>				
1	Reagent Bottle (PP) wide mouth with cap	250ml	12		
		500 ml	6		
		1000 ml	2		
		2000 ml	2		
2	Reagent Bottle Amber	250 ml	2		
		500 ml	2		
3	Measuring Cylinder (PP) graduated with an interval				
	0.5ml	10 ml	2		
	1ml	25 ml	2		
	2 ml	100 ml	2		
	5 ml	500 ml	2		
4	Plastic tray 12"x18"		6		
5	Flask Conical				
	100ml cap, 64x105 mm (outer diameter x height) with approx neck outer diameter 25mm	100 ml	6		
	250ml cap, 85x140mm (outer diameter x height) with approx neck outer diameter as 34 mm	250 ml	6		
6	Funnel, plain, 60 angle,	50 mm dia	50		
		100 mm dia	6		
7	i) Variable volume micropipette	1.0-10 ml	2		
	ii) Tips for Micropipette	1.0-10ml	200		
8	Carboy with stopcock (bottle)	20 litre	2		
9	Wash bottle new type (Polyethylene)	500 ml	6		
10	Borosilicate Glass Beaker Class A (Graduated )	100 ml	6		
		250 ml	2		
		500 ml	2		
		1000 ml	2		
11	Wide bottom (PP) beaker (Graduated)	50 ml	100		



18	Antimony Potassium Tartarate	200 gm	1		
19	Whatman No 42 or Equivalent Filter Paper (125 mm diameter)		20 pkt		
20	Tissue Paper		20 pkt		
	Total				

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_





## 10. Bid Security

**[This is the format for the Bid Security to be issued on the letterhead by "A" class commercial bank specified by Nepal Rastra Bank]**

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

Date: *[insert date]*

Beneficiary: *[insert Name and Address of Purchaser]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[Insert Contract ID]* ("the IFB").

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

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

- (a) has withdrawn 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, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid which comes to be *[insert the date]*.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name \_

In the capacity of \_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date\_\_







## 11. Manufacturer's Authorization Letter

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

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

Contract ID: \_\_\_\_\_

To: \_\_\_\_\_

WHEREAS \_\_\_\_\_ who are official manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is exclusively to provide the following Goods, manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

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

Name \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_





## Section V: Schedule of Requirements



## Section V: Schedule of Requirements

### Contents

1.	List of Goods and Related Services.....	73
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3.	Technical Specifications .....	79



## 1. List of Goods and Related Services

The purpose of the List of Goods and Related Services (LGRS) is to briefly describe and specify the quantities of each of the Goods and Related Services that the Purchaser requires the Bidder to include in its Bid. As a part of the SR, the LGRS constitutes a Contract *document* and, therefore, it is a part of the Contract. The Purchaser must prepare the LGRS and include it as a part of the SR.

The Goods and Related Services are grouped in slices. Bidders shall have the option of submitting Bids for one or both slices. Slices shall not be further sub-divided for the purpose of bidding.

Item No.	Name of Goods or Related Services	Unit	Quantity
1	Mobile vehicle bus type with complete van features	Set	3
2	Portable Generator	Set	3
3	Laptop	Set	3
4	Printer	Set	3
5	Air Conditioner	Set	3
6	Reciprocating Shaker	Set	3
7	Electronic Balance	Set	3
8	Magnetic Stirrer with Hot Plate	Set	3
9	GPS Navigator	Set	3
10	Fire Extinguisher	Set	3
11	Spectrophotometer	Set	3
12	PH Meter	Set	3
13	Colorimeter	Set	3
14	Flame Photometer with compressor	Set	3
15	Electrical Conductivity (EC) Meter	Set	3
16	Multimedia Projector	Set	3
17	Projector Screen with Tripod Stand	Set	3
18	Portable Speaker with Microphone	Set	3
19	Laboratory Glass wares/Plastic wares with chemicals as per <b>annex I</b>	Set	3





**Annex I: Laboratory Glass wares/Plastic wares with chemicals**

S. N.	Product	Capacity	Quantity in numbers
	<b>A. Glass Ware / Plastic Wares</b>		
1	Reagent Bottle (PP) wide mouth with cap	250ml	12
		500 ml	6
		1000 ml	2
		2000 ml	2
2	Reagent Bottle Amber	250 ml	2
		500 ml	2
3	Measuring Cylinder (PP) graduated with an interval		
	0.5ml	10 ml	2
	1ml	25 ml	2
	2 ml	100 ml	2
	5 ml	500 ml	2
4	Plastic tray 12"x18"		6
5	Flask Conical		
	100ml cap, 64x105 mm (outer diameter x height) with approx neck outer diameter 25mm	100 ml	6
	250ml cap, 85x140mm (outer diameter x height) with approx neck outer diameter as 34 mm	250 ml	6
6	Funnel, plain, 60 angle,	50 mm dia	50
		100 mm dia	6
7	i) Variable volume micropipette	1.0-10 ml	2
	ii) Tips for Micropipette	1.0-10ml	200
8	Carboy with stopcock (bottle)	20 litre	2
9	Wash bottle new type (Polyethylene)	500 ml	6
10	Borosilicate Glass Beaker Class A (Graduated )	100 ml	6
		250 ml	2
		500 ml	2
		1000 ml	2
11	Wide bottom (PP) beaker (Graduated)	50 ml	100
12	Glass rod		2
13	Borosilicate test tube Class A (25mm x 150mm)	50ml	100
14	Test Tube Stand to hold 25 mm x 150 mm Test tube	12 places	12
15	Borosilicate test tube Class A (32mm x 200mm)	100ml	50
16	Test Tube Stand to 32mm x 200mm Test tube	12 places	4
17	Automatic pipette filler	Upto 50ml	2
18	Borosilicate Volumetric Flask Class A	50ml	50
		100ml	6
		250ml	2
		500ml	2
		1000ml	2
19	Plastic bucket	20litre	2
20	Plastic jug	1 litre	1
	<b>B. Chemicals and Reagents for soil analysis</b>		
1	Phosphoric Acid	500 ml	2
2	Activated Charcoal –G60	250 gm	8
3	Ammonium Acetate	500gm	30
4	Ammonium molybdate	100 gm	4
5	P-Nitrophenol	100gm	1

6	Buffer pH 4 Capsules	1 Bottle	1
7	Buffer pH 7 capsules	1 Bottle	1
8	L-Ascorbic Acid	200 gm	2
9	Calcium chloride CP	500gm	1
10	Concentrated Hydrochloric Acid	500 ml	2
11	Potassium di-hydrogen phosphate GR	500 gm	1
12	Potassium Chloride GR-	500 gm	1
13	Potassium Dichromate	500 gm	5
14	Sucrose (GR)	500 gm	1
15	Concentrated Sulphuric Acid	2.5 ltr	16
16	Sodium Hydroxide pellets	500 gm	2
17	Sodium Bicarbonate LR	500 gm	12
18	Antimony Potassium Tartarate	200 gm	1
19	Whatman No 42 or Equivalent Filter Paper (125 mm diameter)		20 pkt
20	Tissue Paper		20 pkt

## 2. Delivery and Completion Schedule

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

Line Item No	Description of Goods	Qty	Physical unit	Final Destination as specified in BDS	Delivery Date		
					Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date [ <i>to be provided by the bidder</i> ]
1.	2	3	4	5	6	7	8
1	Mobile Soil Testing Van including all the equipment & laboratory glass wares/plastic wares, chemicals and reagents as in Annex I	3	Numbers	Soil Management Directorate, Harihar Bhawan, Lalitpur, Nepal	120 days after the date of contract agreement	150 days after the date of contract agreement	



### 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 TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract.



#### 4. Technical Specifications

S.N.	Particulars	Technical Description, Specifications and Standards	Technical Description, Specifications and Standards offered by Bidder (To be filled up by Bidder)
<b>1</b>	<b>Mobile vehicle bus type with complete van features</b>	Mobile Soil Testing Vehicle shall have following componets.	
<b>A</b>	<b>Vehicle (Bus Type)</b>		
	General	4WD deluxe Vehicle suitable to operate in rough and hilly road conditions of Nepal with operating conditions -5 <sup>0</sup> C to +50 <sup>0</sup> C and altitude of 2000 meters. Right Hand Drive model, Gross Vehicle Weight shall not be less than 7400 kg, sun visors, rear view mirrors, front wiper and washer, front fog light, all metallic body with insulated roof, laminated windscreen	
	Engine	Water cooled direct injection Diesel Engine, 4 cylinder inline, displacement ≥3780cc, Engine output at rated rpm ≥90kW, Torque at rated rpm ≥400Nm, Electronically controlled Timing and Governer	
	Clutch	Single plate dry friction	
	Number of Gears	Synchromesh 5 forward and 1 reverse	
	Rear Axle	Single reduction hypoid gears fully floating axle shafts	
	Front Axle	Heavy duty forged I beam reverse elliot type	
	Steering	Power Assisted	
	Brakes	Front and Rear Drum type, Spring actuated parking brake acting on rear wheels	
	Frame	Ladder type strong frame with reveted/bolted cross members and side members are of channel section	
	Suspension	Semi-elliptical leaf springs at front and rear, hydraulic double acting telescopic type shock absorber at front and rear, antiroll bar at front and rear	
	Wheels & Tyres	Front two and rear four wheels, one number of spare wheel, manufacturer standard wheels and tyres	

	Fuel Tank Capacity	≥155 litres	
	Ground Clearance	≥190mm	
	Wheel Base	3300 to 3500 mm	
	Minumum Turning Radius	≤6.15m	
	Maximum Chasis length	6430 mm	
	Maximum Width	2150 mm	
	Warranty	The supplier shall provide minimum warranty valid for one year or 20,000 km from the date of acceptance – whichever occurs earlier.	
	Owner's Manual	A set of Owner's Manual shall be provided	
	Accessories	Jack and other necessary maintenance tools shall be supplied with Vehilcle	
<b>B</b>	<b>Vehilcle Features</b>		
	Compartments	The Vehilcle shall consist of Driver compartment and Lab compartment	
	Driver Compartment	The internal dimension of driver compartment is approximately 1.5m x 2.1m (LxB) It should consist two luxurious folding front seats including driver.	
	Lab Compartment	i) Dimension approx. 4.95m x 2.1m (LxB).	
		ii) Shall have well furnished working table with rack and drawers. The framework of working table, racks and drawer shall be made of salwood with cross section 50mm x 50mm. Table top, doors, drawers and racks shall be made of 19mm thick solid board. All sides of doors, working table and shelves shall be laminated with dark colored mat type acid proof mica. The detail layout of lab interior is provided in map herewith attached (AnnexII).	
		iii) Shall be provision of anchoring system for all the lab equipment placed in working table	
		iv) Shall have provision of appropriate size sink and tap for cleaning purpose.	
		v) Shall have completely installed air conditioning system with specification hereunder specified	



		vi) Shall have completely installed Generator with specification hereunder specified	
		vii) Shall have complete wiring for air conditioning system, generator with necessary number of light and power points, MCBs, power sockets, bulbs, 5 numbers of fans <i>etc.</i> There shall also have provision of supply of electricity through national grid and 25m cable shall be provided for this purpose.	
	Water Supply System	Shall have completely installed water supply system with not less than 200 liters metallic tank positioned in the roof of the Vehicle to sink inside lab compartment.	
	Safety	The glass windows of the Vehicle shall be protected with rigid metallic net from outside.	
	Gas Cylinder Compartment	Shall have separate isolated compartment for gas cylinder and system shall be placed to anchor gas cylinder.	
<b>2</b>	<b>Portable Generator</b>		
	Engine	Single cylinder, four stroke, diesel engine	
	Displacement	≥415 cc	
	Rated power	≥5.5 kW	
	Lubrication System	Forced feed	
	Starter System	Electric	
	Battery Capacity	12V-36Ah	
	Noise Level (7m, 75% Load)	≤80 dB (A)	
	Fuel tank capacity	≥15 Litres	
	Net weight	≤152kg	
	Rated frequency	50Hz	
	Rated voltage	220-240V	
	Phase number	Single phase	
	Dimension	approx. 935x545x765mm	
	Warranty	At least one year Warranty against manufacturing defect	
<b>3</b>	<b>Laptop</b>		
	Brand	LENOVO, HP, DELL Equivalent	

	Processor	4th Generations Intel Core™ i7 Processor (2.1 GHz, 4M Cache) or better	
	Display	14.0" HD (1600x900) Anti-Glare WLED-backlit or better	
	Memory	8GB DDR3 SDRAM Upgradable to 16 GB	
	Hard Disk Drive	500GB or higher	
	Graphics	Integrated Intel HD Graphics	
	Audio	Built in High Quality speaker, microphone	
	Web Camera	HD webcam	
	Optical Drive	DVD+/-RW	
	Connectivity	10/100/1000 LAN, Intel Dual Band Wireless 802.11a/b/g/n, Bluetooth 4.0	
	Port /Connectors and Expansion Slots	Network connector (RJ-45), Stereo global headset jack; VGA, HDMI, 2xUSB3.0, 1xUSB2.0	
	Battery	4-cell Lithium Ion battery with Express Charge	
	Keyboard	Standard Full Size Backlit Keyboard	
	Mouse	Standard Gesture Multi-Touchpad	
	Accessories	Original Carrying Case, USB Scroll Optical Mouse, Manual, Power Cable	
	Operating System	Preinstalled Genuine Windows 10 Professional with Recovery Media or higher	
	Warranty & Support	At least one year for parts and labor on manufacturing defects	
	Certification	ISO or CE	
<b>4</b>	<b>Printer</b>		
	Brand	CANON/EPSON/HP/LEXMARK/BROTHER or equivalent	
	Type	Laser Printer	
	Resolution	≥True 600 x 600 DPI (2400 x 600dpi equivalent with Automatic Image Refinement Technology)	
	Print Speed	≥12ppm (A4)	
	Memory	Uses PC memory (standard 2MB on-board)	
	Paper Size	A4, B5, A5, LGL, LTR, Executive, Envelope	
	Paper Input	Front Tray: 150 Sheets/ Manual Tray: 1 sheet	

	Paper Output	100 sheets Face down	
	Interface	USB 2.0 Hi Speed/ Parallel	
	OS Support	Windows 98/ME/2000/XP/7/8, Linux	
	Power Requirement	220 – 240V, 50 / 60Hz	
	Warranty	At least one year on manufacturing defects	
<b>5</b>	<b>Air Conditioner</b>		
	Type	Wall mounted, delux heat pump single split type	
	Heating Capacity	$\geq 12000$ BTU/hr	
	Cooling Capacity	$\geq 12000$ BTU/hr	
	Coefficient of Performance (COP)	Approx 12.0 Btu/hW	
	Power Supply	Single phase, 220-240V, 50/60 Hz	
	Air Flow (indoor)	$\geq 10.8$ m <sup>3</sup> /min	
	Power consumption:	$\leq 1150$ W.	
	Certification	ISO/CE or equivalent	
	Warranty	at least one year on manufacturing defects	
<b>6</b>	<b>Reciprocating Shaker</b>		
	Features	Made of thick mild steel finished in stoving enamel/powder coated paint. Platform is provided with rubber discs or stainless steel clamps to hold flasks.	
		Size: 45x45 cm, 16 flasks of 250 ml	
		Speed: 100-180 rpm	
		Automatic 0-60 minute timer	
		Digital timer	
		Digital RPM meter	
	Warranty	At least one year warranty	
	Certification	ISO & CE or equivalent	
	Manufacturer Authorization	Required	

<b>7</b>	<b>Electronic Balance</b>		
	General	Electronic Balance for precision weighing of lab samples. Freely programmable weighing unit.	
	Display	Backlit LCD display	
	Weighing range	≥200g	
	Readability	0.01g	
	Reproducibility	0.01g	
	Linearity	±0.02	
	Minimum piece weight	0.02 g/piece	
	Power Supply	220-240V, 50Hz. Should also be operated by internal rechargeable battery backup	
	Warranty	At least one year on manufacturing defects	
	Certification	ISO & CE or equivalent	
	Manufacturer Authorization	Required	
<b>8</b>	<b>Magnetic Stirrer with Hot Plate</b>		
	System	Microprocessor technology, Maintenance free brushless motor	
	Speed/Temp. display	LCD display of set & actual parameter	
	Voltage	220-240V, 50Hz	
	Power consumption	Less than 550W	
	Top Plate Materials	Porcelain enamel	
	Temperature range	Room temperature - 340° C.	
	Shaking Movement	Orbital	
	Maximum stirring Quality	5 Liter	
	Speed range	100-1500 rpm	
	Work Plate Dimension	Diameter 5 inch	
	Permissible ambient temperature	5-45 degree C.	
	Stirrer paddle	Polytetrafluoroethylene coated	
	Speed display resolution	1rpm	

	Warranty	At least one year on manufacturing defects	
	Certification	ISO & CE or equivalent	
<b>9</b>	<b>GPS Navigator</b>		
	Physical & Performance	Display size at least 3.6x5.5cm, display resolution at least 160x240 pixel, display type transfective, 65-K colour TFT, 2 aa NiMH batteries, at least 16 hours of battery life, waterproof, high sensitivity receiver, high speed USB interface	
	Maps & Memory	basemap, ability to add maps, 3.5GB in-built memory, accepts microSD data cards, able to navigate 2000 locations, 200 routes, able to save 200 track logs	
	Features	Shall have Automatic routing, tilt compensated 3-axis electronic compass, barometric altimeter, 5 megapixel with autofocus & automatic geo-tagging camera, geocaching friendly, custom maps compatible, photo navigation, sun & moon information, tide table, area calculation, custom point of interest (able to add additional points of interests, unit-to-unit transfer (share data wirelessly with similar units), picture viewer	
	Warranty	At least one year on manufacturing defects	
	Certification	ISO & CE or equivalent	
<b>10</b>	<b>Fire Extinguisher</b>		
	Features	ABC Extinguishers effective against Class A, B and C fires as well as Electrical fires. 6Kg minimum powder base capacity.	
<b>11</b>	<b>Spectrophotometer</b>		
	General	Laboratory micro processor UV-Vis-Spectrophotometer with graphical with LCD backlight, 6-position cell changer, single cell holder, USB memory device, USB cable	
	Optical Design	Dual-Beam - Internal Reference Detector	
	Wavelength Range	190 to 1100 nm	
	Resolution	Minimum 0.1 nm	
	Accuracy	±1.0 nm	
	Spectral bandwidth	Minimum 2.0 nm or less.	
	Detector	Dual Silicon Photodiode	

	Light Source	Xenon Flash Lamp (5years)	
	Slew speed	minimum 11000nm/min	
	Scanning speed	3600nm/min	
	Photometric liner range	Up to 3.5 A at 260nm.	
	Accuracy	+/-0.005A	
	Warranty	At least one year	
	Certification	ISO, CE or equivalent Certified	
	Manufacturer Authorization	Required	
<b>12</b>	<b>PH Meter</b>		
	General	Table top with pH/mV and Temp. Display digital with electrode stand.	
	Display	16x2 line Alphanumeric LCD with backlit	
	pH range	(-2.000 - 19.999 pH)	
	mV range	0 to $\pm 1999.9$ mV	
	Temperature range	(-10 to 100°C)	
	pH Resolution	0.1, 0.01, 0.001 pH	
	mV Resolution	0.1mV	
	pH Accuracy	$\pm 0.003$ pH $\pm 1$ digit	
	Temperature Resolution	0.1°C	
	mV Accuracy	$\pm 0.2$ V	
	Temperature Accuracy	$\pm 0.5$ °C	
	Calibration	Auto & Manual with 1, 2 or 3 points Calibration	
	Auto Buffer Recognition	1.680, 4.000, 7.000, 9.200 & 12.450 pH or User Selectable	
	Relative Stability	$\pm 0.002$ pH/hour	
	Temperature Compensation	0-100°C Auto/ Manual	
	Manufacturer Authorization	Required	
	Certification	ISO & CE or equivalent	
	Warranty	At least one year	

<b>13</b>	<b>Colorimeter</b>		
	General	Digital colorimeter with thumb wheel selection of filters and prefocused LED light source.	
	Wave length range	400 to 700 nm	
	Resolution	$\leq 0.01$ A	
	Absorbance	0-1.99 A	
	Photo Detector	Silicon Photodiode/Photo cell	
	Display	$\geq 2 \frac{1}{2}$ digit LED	
	Sample system	10 mm path length matched glass test tubes.	
	Filter	$\geq 6$ filters, (mostly including 400,420 and 660 nm filters)	
	Power supply	220-240V, 50 Hz AC, single phase	
	Warranty	At least one year on manufacturing defects	
	Certification	ISO & CE or equivalent	
<b>14</b>	<b>Flame Photometer with compressor</b>		
	General	Device for determination of ion concentration of sodium, potassium, lithium, calcium etc., Auto ignition required.	
	Range	0-199 ppm	
	Limits of detection		
	Na/K (Sodium/Potassium)	$\leq 0.2$ ppm	
	Li (Lithium)	$\leq 0.25$ ppm	
	Ca (Calcium)	$\leq 15$ ppm	
	Ba (Barium)	$\leq 30$ ppm	
	Reproducibility	$\leq 1\%$ coefficient of variation for 20 consecutive samples using 10ppm Sodium set to read 50	
	Linearity	$\leq 2\%$ error when concentration of 3ppm sodium/potassium and 5ppm Lithium are set to read 100	
	Specificity	Interference from sodium/potassium and lithium equal in concentration to test element will be $\leq 0.5\%$	
	Recorder o/p	Nominal 1.00 V for a reading of 100.0	
	Power Supply	220-240 V @ 50/60 Hz	

	Air Supply	Moisture and oil free 5 liter/minute (minimum) @ 1kg/cm <sup>2</sup> (14 psi)	
	Fuel	Natural Gas, Propane, Butane or LPG	
	Other features	Instrument should be fitted with automatic flame failure detection for user safety, fine and coarse sensitivity controls, electronic flame failure detection	
	Accessories	One LPG Cylinder With Gas, Regulator and 3 meter gas pipe	
	Warranty	At least one year	
	Certification	An ISO, CE or equivalent Certified	
	Manufacturer Authorization	Required	
<b>15</b>	<b>Electrical Conductivity (EC) Meter</b>		
	Range	0-200μS, 0-2, 0-20, 0-200 & 0-1000mS	
	Accuracy	±1%FS±1 Digit	
	Resolution	0.1μs	
	Automatic Temperature Compensation	0-50°C	
	Temperature Coefficient	2%	
	Sensor	Conductivity Cell	
	Display	3 ½ digit LED display	
	Power Supply	220-240V/50 Hz AC	
	Warranty	At least one year	
	Certification	ISO & CE or equivalent	
	Manufacturer Authorization	Required	
<b>16</b>	<b>Multimedia Projector</b>		
	Brightness	≥ 3000 lumens	
	Resolution	At least SVGA 800x600	
	Keystone Correction	at least ±30°	
	Projection size	Approx. 1.0 - 7.5 m diagonal	
	Throw distance	approx 1.0 to 11.0 m	



	Contrast ratio	15000:1	
	Aspect ratio	4:3	
	Lamp life	≥4500 hours in normal mode	
	Built in speaker	Yes	
	Power requirement	100 - 240 VAC, 50/60 Hz	
	Operating conditions	0°C to 40°C, 10% - 90% RH and upto 3000m altitude	
	Noise level	≤32dB	
	Connectivity	RGB input/output, Component input/output, S-Video, HDMI, Audio input/output, USB <i>etc.</i>	
	Warranty	At least one year	
<b>17</b>	<b>Projector Screen with Tripod Stand</b>		
	Features	Approx. 100" diagonal, approx. 80"x60"(WxH), Matte white viewing surface, wide range of height adjustment with auto locking system, 4:3 aspect ratio, high contrast 1.3 gain, PVC material, Ideal for home theater movies, classroom training, conference room presentations, public display etc., Washable surface with water and soap, Steel housing for secure mounting, black-backed screen material, viewing angle 180°, one year warranty.	
<b>18</b>	<b>Portable Speaker with Microphone</b>		
	Features	Portable and rechargeable PA speaker system with wheels and handle for transportation, at least 100W amplifier, built in USB, SD card mp3 player, 5 band equalizer, built in aux input and audio output, built in mic input, built in 12V battery in, two wireless microphone, one remote controller, one adapter, 12" speaker, power source 110-240 VAC, 50/60 Hz	
<b>19</b>	<b>Laboratory Glass wares/Plastic wares, chemicals and reagents</b>	Laboratory glass wares/plastic wares, chemicals and reagents shall be supplied as mentioned in Annex-I.	

*Note:*

*The bidders are requested to fill up full technical specification of offered products rather than just quoting fully complied.*





**Annex I: Laboratory Glass wares/Plastic wares with chemicals**

S. N.	Product	Capacity	Quantity in numbers
	<b>A. Glass Ware / Plastic Wares</b>		
1	Reagent Bottle (PP) wide mouth with cap	250ml	12
		500 ml	6
		1000 ml	2
		2000 ml	2
2	Reagent Bottle Amber	250 ml	2
		500 ml	2
3	Measuring Cylinder (PP) graduated with an interval		
	0.5ml	10 ml	2
	1ml	25 ml	2
	2 ml	100 ml	2
	5 ml	500 ml	2
4	Plastic tray 12"x18"		6
5	Flask Conical		
	100ml cap, 64x105 mm (outer diameter x height) with approx neck outer diameter 25mm	100 ml	6
	250ml cap, 85x140mm (outer diameter x height) with approx neck outer diameter as 34 mm	250 ml	6
6	Funnel, plain, 60 angle,	50 mm dia	50
		100 mm dia	6
7	i) Variable volume micropipette	1.0-10 ml	2
	ii) Tips for Micropipette	1.0-10ml	200
8	Carboy with stopcock (bottle)	20 litre	2
9	Wash bottle new type (Polyethylene)	500 ml	6
10	Borosilicate Glass Beaker Class A (Graduated )	100 ml	6
		250 ml	2
		500 ml	2
		1000 ml	2
11	Wide bottom (PP) beaker (Graduated)	50 ml	100
12	Glass rod		2
13	Borosilicate test tube Class A (25mm x 150mm)	50ml	100
14	Test Tube Stand to hold 25 mm x 150 mm Test tube	12 places	12
15	Borosilicate test tube Class A (32mm x 200mm)	100ml	50
16	Test Tube Stand to 32mm x 200mm Test tube	12 places	4
17	Automatic pipette filler	Upto 50ml	2
18	Borosilicate Volumetric Flask Class A	50ml	50
		100ml	6
		250ml	2
		500ml	2
		1000ml	2
19	Plastic bucket	20litre	2
20	Plastic jug	1 litre	1
	<b>B. Chemicals and Reagents for soil analysis</b>		
1	Phosphoric Acid	500 ml	2
2	Activated Charcoal –G60	250 gm	8
3	Ammonium Acetate	500gm	30
4	Ammonium molybdate	100 gm	4
5	P-Nitrophenol	100gm	1

6	Buffer pH 4 Capsules	1 Bottle	1
7	Buffer pH 7 capsules	1 Bottle	1
8	L-Ascorbic Acid	200 gm	2
9	Calcium chloride CP	500gm	1
10	Concentrated Hydrochloric Acid	500 ml	2
11	Potassium di-hydrogen phosphate GR	500 gm	1
12	Potassium Chloride GR-	500 gm	1
13	Potassium Dichromate	500 gm	5
14	Sucrose (GR)	500 gm	1
15	Concentrated Sulphuric Acid	2.5 ltr	16
16	Sodium Hydroxide pellets	500 gm	2
17	Sodium Bicarbonate LR	500 gm	12
18	Antimony Potassium Tartarate	200 gm	1
19	Whatman No 42 or Equivalent Filter Paper (125 mm diameter)		20 pkt
20	Tissue Paper		20 pkt

## **Annex II: Layout of Driver and Lab Compartment**

*Note:*

*All the interested bidders are requested to contact Irrigation and Water Resources Management Project, Kumaripati, Lalitpur, if you have any confusion in understanding “Layout of Driver and Lab Compartment. You are also requested to visit Soil Management Directorate, Harihar Bhawan, Lalitpur, where you can observe “Mobile Soil Testing Van” to generate ideas of layout and overall interior and exterior of mobile van. Please note that layout and, overall interior and exterior of mobile van as required under this contract is not exactly same as that you will observe in Van located in Soil Management Directorate, Harihar Bhawan, Lalitpur.*















## Section VI: General Conditions of Contract



## Section VI: General Conditions of Contract

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*Prinika*

  
Government of Nepal  
Ministry of Agriculture Development  
Department of Agriculture  
Irrigation and Water Resource Management Project  
Project Co-ordinator's Office  
Havibaghchaur, Lalpur

## Section VI: 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 there from, 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. “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.
  - i. “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
  - j. “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
  - k. “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
  - l. “SCC” means the Special Conditions of Contract.
  - m. “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - n. “Supplier” means the natural person, private or government



entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

- o. “GoN” means the Government of Nepal.
- 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 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.

- 3.2 Without prejudice to any other rights of the Purchaser under this Contract, GoN may blacklist the Bidder/Supplier for its conduct up to three (3) years on the following grounds and seriousness of the act committed by the Bidder/Supplier:

- (a) if it is established that the Supplier has committed substantial defect in implementation of the Contract or has or has not substantially fulfilled its obligations under the Contract

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>1</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>2</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>3</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is

<sup>1</sup>a “party” refers to a public official; the terms “benefit” and “obligation” relate, to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>2</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>3</sup> a “party” refers to a participant in the procurement process or contract execution.





- a. 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
  - b. 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, GoN may blacklist a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:
- if it is established that the Supplier committed acts specified in ITB 3.2,
- 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.

#### 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 there under shall be as prescribed by Incoterms.
  - (b) EXW 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 Nonwaiver
- (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 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 fulfilment 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.

### 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 Nepal.



- 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 Requirements.
- 10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 11. Delivery**
- 11.1 Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.
- 12. Supplier's Responsibilities**
- 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.
- 13. Purchaser's Responsibilities**
- 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 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 in Nepalese Currency.
- 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.
- 16. Taxes and Duties**
- 16.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser
- 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 currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 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, unless specified otherwise in the SCC.
- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 19. Confidential Information**
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may

furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

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 for Donor funded project 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. Subcontracting**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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 Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements Requirements. 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 against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, 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 Requirements.

## **25. Inspections and Tests**

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.

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 impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 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 Damages

- 26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the



Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each 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 Nepal.
- 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.
- 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 Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

### **31. Force Majeure**

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform 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 seven (7) 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.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **34. Termination**

#### **34.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (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; or
  - (ii) if the Supplier fails to perform any other obligation under 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.

- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

#### 34.2 Termination for Insolvency

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 written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (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 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

*Smishra*

  
Government of Nepal  
Ministry of Agriculture Development  
Department of Agriculture  
Irrigation and Water Resources Management Project  
Project Co-ordinator's Office  
Pavilionshown, Lalpur



## 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.

<b>GCC 1.1(i)</b>	The Purchaser's country is: Nepal
<b>GCC 1.1(j)</b>	The Purchaser is: Ministry of Agriculture Development Department of Agriculture, Irrigation and Water Resources Management Project, Kumaripati, Lalitpur, Nepal
<b>GCC 1.1 (p)</b>	The Site is: Not Applicable
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: INCOTERM 2013
<b>GCC 5.1</b>	The language shall be: English
<b>GCC 7.1</b>	For <b><u>notices</u></b> , the Purchaser's address shall be: Name and Address of the Purchaser: Irrigation and Water Resources Management Project, Kumaripati, Lalitpur, Nepal. Tel: 5553532/33 e-mail Address: info@iwrn.gov.np
	For <b><u>notices</u></b> , the Suppliers's address shall be: <b><u>[insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]</u></b> Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:

<b>GCC 9.2</b>	<p>The formal mechanism for the resolution of disputes shall be:</p> <p>A dispute of the procurement contract having contract price valuing up to one hundred million Rupees shall be resolved by the adjudicator and a dispute of the procurement contract having contract price more than that shall be resolved by a three-member dispute resolution committee.</p> <p>The adjudicator or dispute resolution committee shall deliver its decision within thirty days of submission of dispute before him/it stating the reasons and grounds for sustaining and not sustaining the claim of the concerned party.</p> <p>A party not satisfied with the decision shall start, within thirty days of such decision being made, the proceedings of resolving such dispute through arbitration.</p> <p>In the case of dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with the rules of Nepal Council of Arbitration”</p>
<b>GCC 10.1</b>	<p>The Scope of Supply shall be defined in "Section V, Schedule of Requirements". At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section V, Schedule of Requirements included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.</p>
<b>GCC 11.1</b>	<p>Upon delivery of the Goods to the purchaser, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ol style="list-style-type: none"> <li>Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>Copy of packing list indentifying the contents of each package;</li> <li>Manufacturer's or Supplier's warranty certificate;</li> <li>Certificate of origin; and</li> <li>Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;</li> </ol> <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 14.2</b>	<p>The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.</p>
<b>GCC 15.1</b>	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <ol style="list-style-type: none"> <li>The payment shall be made: <ol style="list-style-type: none"> <li>through accounts division/unit of the Purchaser</li> </ol> </li> </ol>



<b>GCC 15.1</b>	<p>2. Payments shall be made in Nepalese Rupees in the following manner:</p> <p>a) Advance Payment: Twenty (20) percent of the contract price shall be paid within thirty (30) days of signing of the contract, and upon submission of request for advance and a bank guarantee from "A" class commercial bank for equivalent amount valid until the goods are delivered and accepted and in the form provided in the Bidding Document.</p> <p>b) On Delivery and acceptance: Eighty (80) percent. of the Contract Price of the Goods delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of a claim supported by the documents specified in GCC 11.1</p>
<b>GCC 17.1</b>	The Supplier shall provide a Performance Security of ten (10) percent of the Contract Price. The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of 30 days beyond warranty period.
<b>GCC 17.3</b>	The types of acceptable Performance Securities are: A bank guarantee issued by "A" class commercial bank 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 "A" class commercial Bank in Nepal.
<b>GCC 17.4</b>	Discharge of the Performance Security shall take place in accordance with GCC Sub-Clause 17.4.
<b>GCC 22.2</b>	<p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ul style="list-style-type: none"> <li>a. Contract number :</li> <li>b. Name and address of the Purchaser:</li> <li>c. Country of origin,</li> <li>d. Gross weight</li> <li>e. Net weight</li> <li>f. Package number of total number of packages</li> <li>g. Brief description of content</li> </ul> <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p>
<b>GCC 23.1</b>	The insurance coverage shall be in an amount equal to 110 percent of the CIP price of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks, riots and/or Strikes.

<b>GCC 24.1</b>	Obligations for transportation of the Goods shall be in accordance with INCOTERM 2013, <i>i.e.</i> the supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site, transport to such place of destination 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.
<b>GCC 25.2</b>	<p>Tests and Inspections of goods specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places:</p> <p><b>Goods:</b> specified in Section V, Schedule of Requirements</p> <p><b>Type of Test/Inspection:</b></p> <ol style="list-style-type: none"> <li>1. Compliance to brand/model offered,</li> <li>2. Shall be tested whether goods are new, unused and current production for a minimum of 2 years.</li> </ol> <p><b>Time:</b> shall be conducted within a week after delivery.</p> <p><b>Place:</b> All destinations as specified in Section V, Schedule of Requirements</p> <p><b>Country: Nepal</b></p>
<b>GCC 26.1</b>	The applicable rate of liquidated damages shall be 0.05 percent of the Contract Price per day
<b>GCC 26.1</b>	The maximum amount of liquidated damages shall be ten (10) percent of the Contract Price.
<b>GCC 27.3</b>	The period of validity of the Warranty shall be as specified in Section V(3) Technical Specifications. For the purposes of the Warranty, the place of final destination shall be as specified in Section V(2) Delivery and Completion Schedule.
<b>GCC 27.5</b>	The Supplier shall correct any defects covered by the Warranty within: 30 days of being notified by the Purchaser of the occurrence of such defects

## Section VIII: Contract Forms

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**Letter of Intent**  
*[On letterhead paper of the Employer]*

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

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

To:..... **name and address of the 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 .....  
***dated***..... for execution of the ..... ***name of the contract and identification number, as given in the Contract Data/SCC*** to you as your bid price .....  
 .... ***amount in figures and words in Nepalese Rupees*** ..... as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

**CC:**

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



**Letter of Acceptance**  
*[on letterhead paper of the Employer]*

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

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

Subject: ..... *Notification of Award*

This is to notify that your Bid dated .... *date* ... for execution of the ..... *name of the contract and identification number, as given in the Contract Data/SCC* .....  
 . . for the Contract price of Nepalese Rupees [*insert amount in figures and words in Nepalese Rupees*], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

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

The Employer 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:**



Handwritten signature: *Amara*  
 Official stamp: Government of Nepal, Ministry of Agriculture Development, Department of Agriculture, Fisheries and Water Resources Management, Project Co-ordinator's Office, Narberthowen, Laligur.

## Agreement Form

THIS AGREEMENT made on the *[insert number]* day of *[insert month]*, *[insert year]*, between *[insert complete name of Purchaser]* of *[insert complete address of Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of Supplier]* of *[insert complete address of Supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the Goods and Related Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs .....*[insert amount of contract price in words and figures including taxes]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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



## Performance Security

*[insert complete name and number of Contract]*

To: *[insert complete name of Purchaser]*

WHEREAS *[insert complete name of Supplier]* (hereinafter “the Supplier”) has received the notification of award for the execution of *[insert identification number and name of contract]* (hereinafter “the Contract”).

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

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

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

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

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

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

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

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

Date: *[insert date of signing]*





## Advance Payment Security

*[insert complete name and number of Contract]*

To: *[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]*

