# GOVERNMENT OF NEPAL
# MINISTRY OF INFRASTRUCTURE DEVELOPMENT
# DEPARTMENT OF ROADS

## BIDDING DOCUMENT
FOR
## PROCUREMENT OF
## *SUPPLY AND DELIVERY OF WALK BEHIND ROLLER*

## National Competitive Bidding (NCB)

## *IFB NO: DORMEB/337310113/083-84/01*

Issued on: September 17, 2026

Issued to:

NCB No.: DORMEB/337310113/083-84/01

Contract Identification No.: DORMEB/337310113/083-84/01

Financing Agency: Road Board

Road Board: Budget Head NO: 337310113

# Abbreviations

BDS..... Bid Data Sheet
BD ..... Bidding Document
DCS..... Delivery and Completion Schedule
DP ……. Development Partner
DoR……Department of Roads
e-GP ……. Electronic Government Procurement
EQC ..... Evaluation and Qualification Criteria
EXP ……. Experience
FIN ……. Financial
GCC ..... General Conditions of Contract
GoN[1] ..... Government of Nepal
ICC..... International Chamber of Commerce
IFB ..... Invitation for Bids
ITB ..... Instructions to Bidders
JV ……. Joint Venture
LGRS ..... List of Goods and Related Services
LIT …… Litigation
NCB ……. National Competitive Bidding
NPR ……...Nepalese Rupees
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
USD……. United States Dollar
VAT …… Value Added Tax

[1] "GoN" word indicates all public entities according to Public Procurement Act, 2063

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# Invitation for Bids

***Government of Nepal***

***Ministry of Infrastructure Development***

***Department of Roads, Chakupat, Lalitpur***

Date of publication: **September 17, 2026**
Invitation for Bids No: DORMEB/337310113/083-84/01

1. The Department of Roads, Mechanical Branch invites sealed bids from eligible bidders for the procurement of ***following items*** under National competitive bidding – Single Stage Two Envelope procedures specified in public procurement act and regulations**.**

| Descriptions | Quantity | Minimum Bid security amount |
|---|---|---|
| Walk Behind Roller | 15 Units | **NRs. 6,60,000.00** |

2. Bidders are required to submit simultaneously two separate sealed envelopes, one containing (i) the Technical Bid and the other (ii) the Price Bid, both in turn enclosed in one sealed envelope as per the provision of ITB 23 of the Bidding Document.

3. Eligible Bidders may obtain further information and inspect the bidding documents at the office of Department of Roads Mechanical Branch, Chakupat, Lalitpur or www.dor.gov.np .

4. A complete set of Bidding Documents may be purchased from the office of Department of Roads Mechanical Branch, Chakupat, Lalitpur by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NPR **5000/-** till **12:00 Noon on October 7, 2026** during office hours in the account as specified below.

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

   Name of the Bank: Rastriya Banijya Bank, Teku, Kathmandu
   Name of Office : Department of Roads, Mechanical Branch, Chakupat, Lalitpur
   Office Code no. : 337013520
   Account no.: 1000100200010000
   Rajaswa (revenue) Shirshak no. : 14229

5. Sealed bids must be submitted to the office of Department of Roads Mechanical Branch, Chakupat, Lalitpur by hand/courier on or before **12:00 Noon on October 8, 2026**. Bids received after this deadline will be rejected.

6. The bids will be opened in the presence of Bidders' representatives who choose to attend at **13:00 hrs (1:00 PM) *on* October 8, 2026 at** the office of **Department of Roads, Mechanical Branch, Chakupat, Lalitpur.** Bids must be valid for a period of **90 days** from the bid submission deadline and must be accompanied by a bid security, amounting to a minimum of **NRs. 6,60,000.00** which shall be valid for **30 days** beyond the validity period of the bid.

7. If the last date of purchasing and /or submission falls on a public holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.

# Section I. Instructions to Bidders
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# Section I: Instructions to Bidders (ITB)

## A. General

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| **1. Scope of Bid** | 1.1 In connection with the Invitation for Bids ***indicated in the Bid Data Sheet (BDS),*** the Purchaser **as** ***indicated in the BDS*** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification, and number of contracts (packages/lots) are ***indicated in BDS***.<br><br>1.2 Throughout this Bidding Document:<br><br>(a) the term "in writing" means communicated in written form through e-GP system, email, fax or courier with proof of receipt;<br><br>(b) if the context so requires, singular means plural and vice versa; and<br><br>(c) "day" means calendar day. |
| **2. Source of Funds** | 2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) ***indicated in the BDS*** for which this Bidding Document is issued.<br><br>Or<br><br>DP Funded: The GoN has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") ***indicated in the BDS*** toward the cost of the project ***named in the BDS***. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.<br><br>2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds. |

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| **3. Fraud and Corruption** | 3.1 Purchasers as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this:<br><br>(a) the Purchaser adopts, for the purposes of this provision, the terms as defined below:<br>(i) "corrupt practice" means the offering,giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;<br>(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<br>(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<br>(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.<br>(v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP's contractual rights of audit or access to information; and<br>(vi) "integrity violation" is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.<br><br>(b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;<br><br>(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation. |

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

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| | (e) a Bidder requests for withdrawal or modification of its bid:<br>(i) after the Bid Submission deadline and during the period of validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of electronic submission;<br>(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission.<br>(f) if the bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification pursuant to ITB 29.1.<br>(g) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 29.1. |
| | 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, the competent authority, and/or the DP including credit information bureau of Nepal for failure to repay a loan disbursed by a bank or financial institution. |
| | 3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder. |
| | 3.6 Furthermore, Bidders shall be aware of the provisions of GCC 34.1(c). |
| **4. Eligible Bidders** | 4.1 A Bidder, and all parties constituting the Bidder, shall have nationality from an eligible country, except as specified in the **BDS.**<br><br>4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Maximum number of partners in JV shall be as **specified in BDS**. In the case of a JV:<br><br>(a) all parties to the JV shall be jointly and severally liable; and<br><br>(b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.<br><br>4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:<br>(a) have controlling shareholders in common;<br>(b) receive or have received any direct or indirect subsidy from any of them; |

(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

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

(g) a Bidder that has a close business or family relationship with a professional staff of the Purchaser.

4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address **specified in the BDS**.

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 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 or evidence of time extension 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***

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| | ***the BDS*** at the time of contract agreement shall only be eligible.<br><br>4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders. |
| **5. Eligible Goods and Related Services** | 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country ***specified in the BDS***.<br><br>5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, cultivated, manufactured, processed or produced, or through manufacture, processing, or assembly, another commercially recognized goods or product results that differs substantially in its basic characteristics from its imported or the place from which the related services are supplied.<br><br>5.3 The nationality of the firm/Bidder that produces, assembles, distributes, or sells the goods shall not determine their origin. |
| **6. Site Visit** | 6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.<br><br>6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.<br><br>6.3 The costs of visiting the Site shall be at the Bidder's own expense. |

# B. Contents of Bidding Document

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| **7. Sections of the Bidding Document** | 7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.<br><br>**PART 1 Bidding Procedures**<br><br>Section I. Instructions to Bidders (ITB)<br><br>Section II. Bid Data Sheet (BDS)<br><br>Section III. Evaluation and Qualification Criteria (EQC)<br><br>Section IV. Bidding Forms<br><br>**PART 2 Supply Requirements**<br><br>Section V. Schedule of Requirements (SR)<br><br>**PART 3 Conditions of Contract and Contract Forms**<br><br>Section VI. General Conditions of Contract (GCC)<br><br>Section VII. Special Conditions of Contract (SCC) |

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| | 7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited..<br><br>7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any, failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.<br><br>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*** or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 8.2. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit ***specified in the BDS*** prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.<br><br>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.<br><br>9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.<br><br>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document. |

## C. Preparation of Bids

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| **10. Cost of Bidding** | 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **11. Language of Bid** | 11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language ***specified in the BDS***. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language ***specified in the BDS***, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **12. Documents Comprising the Bid** | 12.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 12.2 and the other the Price Bid containing the documents listed in ITB 12.3, both envelopes enclosed together in an outer single envelope.<br><br>12.2 The Technical Bid shall comprise the following:<br><br>(a) Letter of Technical Bid;<br><br>(b) Bid Security in accordance with ITB 21;<br><br>(c) alternative technical bids, at Bidder's option and if permissible, in accordance with ITB 14;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;<br><br>(e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document;<br><br>(g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and<br><br>***(h)*** any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO, ***required in the BDS.***<br><br>12.3 The Price Bid submitted by the Bidder shall comprise the following:<br><br>(a) Letter of Price Bid and the applicable Price Schedules, in accordance with ITB 13, ITB 15, and ITB 16;<br><br>(b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 14; and<br><br>(c) any other document **required in the BDS**. |

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| | 12.4 The Bidder is solely responsible for the authenticity of the submitted documents.<br><br>12.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive. |
| **13. Letters of Bid and Price Schedules** | 13.1 The Bidder shall submit the Letter of Technical Bid and Letter of Price Bid using the form furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.<br><br>13.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms. |
| **14. Alternative Bids** | 14.1 Unless otherwise ***indicated in the BDS***, alternative bids shall not be considered. |
| **15. Bid Prices and Discounts** | 15.1 The prices and discounts quoted by the Bidder in the Letter of Price bid and in the Price Schedules shall conform to the requirements specified below.<br><br>15.2 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount, and the expected countries of origin of the Goods to be supplied under the contract.<br><br>15.3 Prices quoted in the Price Schedules shall be included the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 38.3. Unit rates and prices for all items in the Schedule of Requirements shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.<br><br>15.4 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 |

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| | an adjustable price quotation shall be treated as non-responsive 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.<br><br>15.5 The Bidder's separation of price components in accordance with ITB 15.2 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.<br><br>15.6 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.<br><br>15.7 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 discount and methodology for its application shall be quoted in Letter of Price Bid.<br><br>15.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 15.7, provided the Price Bids for all lots are submitted and opened at the same time. |
| **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:<br><br>(a) complete the eligibility declarations in the Letter of Technical Bid and Letter of Price Bid, included in Section IV, Bidding Forms; and<br><br>(b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.<br><br>(c) submit the copy of the documents as ***specified in Section III, Evaluation and Qualification Criteria***. |
| **18. Documents Establishing the Conformity of the Goods and Related** | 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Schedule of |

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| **Services to the Bidding Document** | Requirements.<br><br>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.<br><br>18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.<br><br>18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements. |
| **19. Documents Establishing the Qualifications of the Bidder** | 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III (Evaluation and Qualification Criteria). The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified.<br><br>19.2 If so ***required in the BDS***, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.<br><br>19.3 If so ***required in the BDS***, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.<br><br>19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:<br>a. Name and address of the Agent/Representative,<br>b. The Agent/Representative providing type of services, |

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| | c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,<br>d. Other agreement with Agent/Representative, if any,<br>e. Bidder shall certify in the Letter of Authorization as follows:<br>"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief",<br>If the agent has not been appointed:<br>a. Source of information about tender invitation,<br>b. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,<br>c. Transfer or handover evidence of foreign currency exchanged which required to be submitted with the tender,<br>d. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self, then the certificate of currency exchange.<br>19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3. |
| **20. Period of Validity of Bids** | 20.1 Bid shall remain valid for a period ***specified in the BDS.*** The bid validity period shall start from the bid submission deadline as prescribed by the Purchaser in accordance with ITB 24.1. If the prescribed bid submission deadline date falls on a public holiday applicable to the Purchaser, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date.<br>In the case of electronic bid submission, if any technical issue arises in the handling of the e-GP system, the PPMO may extend the deadline for bid submission. However, the validity period of the bids shall still be counted from the original bid submission deadline.<br>A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.<br>20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of |

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| | validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents. |
| **21. Bid Security** | 21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as ***specified in the BDS***. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.<br><br>21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:<br><br>a. original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;<br><br>b. original copy of cash deposit voucher in the Purchaser 's Account as specified in BDS.<br><br>In case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another form acceptable to the purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid, or beyond any period of extension if requested under ITB 20.2.<br><br>A bid security valid for a shorter period shall be rejected by the Purchaser as nonresponsive.<br><br>The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.<br><br>21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and substantially compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid then bid shall be rejected.<br><br>21.4 The Purchaser shall return the bid securities except those that are to be forfeited as per ITB 21.5 to the respective bidders within three (3) days after the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant, to ITB 43.1 and ITB 44.1. |

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| | 21.5 The Bid Security may be forfeited in occurrence any of the following:<br><br>(a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2<br><br>(i) during the period of bid validity specified by the Bidder on the Letter of Technical Bid and Letter of Price Bid, in case of electronic submission;<br><br>(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Letter of Price Bid, in case of hard copy submission.<br><br>(b) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 29.1;<br><br>(c) a Bidder involves in fraud and corruption pursuant to ITB 3.1;<br><br>(d) the successful Bidder fails to:<br><br>(i) furnish a performance security in accordance with ITB 43.1; or<br><br>(ii) sign the Contract in accordance with ITB 44.1; or<br><br>(iii) accept the correction of arithmetical errors pursuant to ITB 36.<br><br>21.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b). |
| **22. Format and Signing of Bid** | 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 12 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO… - TECHNICAL BID" and "COPY NO…. - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.<br><br>In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or online forms files as specified in ITB Clause 23.1(b). If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).<br><br>22.2 The original and all copies of the bid shall be typed or written in |

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| | indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as ***specified in the BDS*** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid.<br><br>22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. |

## D. Submission and Opening of Bids

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| **23. Sealing and Marking of Bids** | 23.1 Unless otherwise **specified in BDS**, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Procedures for submission, sealing and marking are as follows:<br><br>(a) Bidders submitting bids by mail, by hand or by Courier shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as **"ORIGINAL TECHNICAL BID", "ORIGINAL – PRICE BID", "ALTERNATIVE" and "COPY No…. – TECHNICAL BID" and "COPY NO…. PRICE BID"** as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.<br><br>(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.<br>i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline.<br>ii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.<br>iii. The registered bidders need to maintain their profile data required during preparation of bids.<br>iv. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.<br>v. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and |

submission of their technical bids.

vi. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

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

| No. | Document | Requirement | Remarks |
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| 1. | Letter of Technical Bid | Mandatory | PDF |
| 2. | Bid Security/Bank Guarantee | Mandatory | PDF |
| 3. | Firm or Company registration Certificate | Mandatory | PDF |
| 4. | VAT and PAN registration Certificate | Mandatory **(**for domestic bidders only**)** | PDF |
| 5. | Business Registration Licence (Certificate) | Mandatory | PDF |
| 6. | Tax Clearance Certificate/Tax return submission evidence/evidence of time extension | Mandatory **(**for domestic bidders only**)** | PDF |
| 7. | Power of Attorney of Bid signatory | Mandatory | PDF |
| 8. | Joint venture agreement | Mandatory in case of JV Only | PDF |
| 9. | Qualification Documents | Mandatory | PDF |
| 10. | Technical Specification | Mandatory | PDF or Online Forms |
| 11. | Delivery and Completion Schedule | Mandatory | PDF or Online Forms |
| 12. | Additional documents specified in ITB 12.2 (h) | Mandatory (If any) | PDF |

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

| No. | Document | Requirement | Remarks |
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| 1. | Letter of Price Bid | Mandatory | PDF |
| 2. | Completed Price Schedule | Mandatory | PDF/Online Forms |
| 3. | Price Adjustment Table | Mandatory (If applicable) | PDF/Online Forms |
| 4. | Additional Documents specified in ITB 12.3 (c) | Mandatory (If any) | PDF |

*Note:*

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

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

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

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

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

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

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

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

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| | facility.<br>cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings, and conditions of contract.<br>23.2 The inner and outer envelopes shall:<br>(a) bear the name and address of the Bidder;<br>(b) be addressed to the Purchaser in accordance with ITB 24.1; and<br>(c) bear the specific identification of this bidding process indicated in BDS 1.1.<br>23.3 The outer envelope and the inner envelope containing Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 27.1.<br>23.4 The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.7<br>23.5 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***. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.<br>24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **25. Late Bids** | 25.1 The Purchaser shall not consider any Bid - Technical or Price - that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| **26. Withdrawal, or Modification of Bids** | 26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows:<br>(i) Bids submitted in hard Copy |

**GoN Funded:**

Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and

(b) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

**DP Funded:**

A Bidders may withdraw or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2. The corresponding modification of the Bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," and "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 24. E-submitted bids.

(ii) E-Submitted Bids

Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system.

Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process.

26.3 The following provisions apply for withdrawal or modification of the Bids:

**GoN Funded**

(i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

(ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof.

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| | **DP Funded**<br><br>No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.<br><br>26.4 Except in case of any modification or correction in bid document made by Purchaser, Bidder may submit request for withdrawal or modification only one time.<br><br>26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by Purchaser.<br><br>26.6 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered. |
| **27. Bid Opening** | 27.1 The Purchaser's bid opening committee shall conduct the opening of Technical Bids in public in the presence of bidder or its representative who choose to attend at the address, date and time specified in the **BDS**. The Price Bids will remain unopened and will be held in custody of the Purchaser until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Purchaser shall reject the Bid .<br><br>27.2 The opening committee shall download the e-submitted Technical Bid files. The e-procurement system allows the Purchaser to download the e-submitted Technical Bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid Opening Committee.<br><br>27.3 Electronically submitted Technical Bid shall be opened at first in the same time and date as *specified above*. Electronic Bids shall be opened one by one and read out. The e-submitted Technical Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.<br><br>27.4 Before opening the bids, the **opening committee** shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Next, envelopes marked "MODIFICATION" shall be opened, read out, and |

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| | recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 27.1.<br><br>27.5 All other envelopes holding the Technical Bid shall be opened one at a time, and the following read out and recorded: the name of the Bidder; whether there is a modification; the presence of a Bid Security, and any other details as the Purchaser may consider appropriate. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.<br><br>27.6 The opening committee shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.<br><br>27.7 At the end of the evaluation of the Technical Bids, the purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the purchaser. Bidders shall be given at least 7 days' notice for the opening of Price Bids.<br><br>27.8 The purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.<br><br>27.9 The purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.<br><br>27.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:<br><br>(a) the name of the Bidder;<br><br>(b) whether there is a modification; |

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| | (c) the Bid Prices, including any discounts and alternative offers; and<br>(d) any other details as the purchaser may consider appropriate.<br>Only Price Bids, discounts, modifications, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.<br>27.11 The purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot/package if applicable), any discounts, modifications and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. |

## E. Evaluation and Comparison of Bids

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| **28. Confidentiality** | 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, 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 42.1.<br>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.<br>28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **29. Clarification of Bids** | 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Technical and Price Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 36. In case of e-submission of bid, upon notification from the purchaser, the bidder shall also submit the original of documents comprising the Technical and Price Bids as per ITB 12.2 and ITB 12.3 for verification of submitted documents for acceptance of the e-submitted bid.<br>29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid shall be rejected. |
| **30. Deviations, Reservations,** | 30.1 During the evaluation of bids, the following definitions apply: |

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| **and Omissions** | (a) "Deviation" is a departure from the requirements specified in the Bidding Document;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| **31. Examination of Technical Bid** | 31.1 The purchaser shall examine the Technical Bid to confirm that all documents and technical information requested in ITB 12.2 have been submitted. If any of these documents or information (except alternative Technical Bid which is optional) is missing, the bid shall be rejected.<br><br>31.2 In case of e-submission bids, the Purchaser shall confirm that all the documents and information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected. |
| **32. Determination of Responsiveness Of Technical Bid** | 32.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Technical Bid itself, as defined in ITB 12.2.<br><br>32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,<br><br>(a) if accepted, would:<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or<br><br>(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or<br><br>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.<br><br>32.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.<br><br>32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.5 In case of e-submission bids, the purchaser evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder |

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| | cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 29.1, the bid shall not be considered for further evaluation.<br><br>32.6 Except in case of e-submission, the Price Bid of the bidder, which is evaluated as substantially non-responsive in technical bid, shall be returned to the respective bidders. |
| **33. Non-material Non-conformities** | 33.1 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.<br><br>33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation, and Qualification Criteria.<br><br>33.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.<br><br>33.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 33.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation. |
| **34. Eligibility and Qualification of the Bidder** | 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the eligibility and qualifying criteria specified in Section III (Evaluation and Qualification Criteria).<br><br>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.1. If two or more companies or firms have been merged prior to the submission of the bid, the qualifications of the companies or firms existing prior to such merger shall be deemed to form part of the qualifications of the resulting merged firm or company. |

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| | 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder. |
| **35. Examination of Price Bids** | 35.1 The purchaser shall examine the Price Bid to confirm that all documents and financial information requested in ITB 12.3 have been submitted. If any of these documents or information (except alternative Price Bid which is optional) is missing, the bid shall be rejected.<br><br>35.2 In case of e-submission bids, the purchaser shall confirm that all the documents and financial information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected. |
| **36. Correction of Arithmetical Errors** | 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:<br>a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;<br>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;<br>c) If there is a discrepancy between the bid price in the Summary of price schedule and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of price schedule will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and<br>d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.<br><br>36.2 If a Bidder does not accept the correction of arithmetical errors, its bid shall be disqualified and its bid security shall be forfeited.` |
| **37. Domestic Goods to be procured** | 37.1 If the price of domestic goods, are higher up to fifteen percent (15%) than that of goods manufactured in foreign countries, the domestic goods shall be preferred in the evaluation of the Bids.<br><br>37.2 If the bid closest to the Average Bid Price is a bid offering foreign goods, the next closest bid offering domestic goods that is up to 15% more expensive than the bid offering foreign goods shall be selected for award.<br><br>37.3 For granting such preference pursuant to 37.1, the bidder must submit |

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| | the country of origin issued by competent authority stating that the value added of the goods in Nepal is more than 30 percent. |
| **38. Evaluation and Comparison of Price Bids** | 38.1 To evaluate a Price 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.<br><br>38.2 To evaluate a Price Bid, the Purchaser shall consider the following:<br>(a) the bid price as quoted in accordance with ITB 15 **as specified in BDS**;<br>(b) adjustment for correction of arithmetic errors in accordance with ITB 36.1;<br>(c) adjustment due to discounts offered in accordance with ITB 15.7;<br>(d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3 ; and<br>(e) adjustment due to application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III.<br>(f) adjustment due to the application of a margin of preference in accordance with ITB clause 37.<br><br>38.3 The Purchaser shall evaluate all the bid prices of the substantially responsive bids in accordance with ITB 38.2. If the evaluated Bid Price of the Bidder is more than 30 (thirty) percent below or substantially higher than the cost estimate, the Purchaser shall reject the Bid as non-responsive. The Purchaser shall determine the Average Bid Price of all the substantially responsive Bids. The Bid Price which is closest to the Average Bid Price AND is not substantially higher than the cost estimate shall be selected for awarding the contract.<br><br>38.4 Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid, shall not be taken into account in bid evaluation.<br><br>38.5 If this Bidding Document allows Bidders to quote separate prices for different lots/packages, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria). |

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| | 38.6 Notwithstanding ITB 38.3, if all the Bids evaluated are substantially higher than the cost estimate, the purchaser may negotiate with the bidder who submitted the lowest evaluated substantially responsive Bid to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations.<br><br>38.7 If no agreement can be reached as per ITB 38.6, the purchaser shall cancel the procurement proceedings.<br><br>38.8 While evaluating the Bid Price as per ITB 38.3, if the Bid Price of two or more Bidders is found to be equal, the Purchaser shall select the bid for awarding the contract by drawing of lots in presence of Bidders' designated representatives who choose to attend in date, time and place as notified by the Purchaser in writing to the concerned bidders. The Bidders' representatives who are present shall be requested to sign a record evidencing their attendance. The omission of a Bidder's signature on the record or the absence of a Bidder during the drawing of lots shall not invalidate the contents and the effect of the record. The method of drawing lots shall be determined by the Purchaser. |
| **39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | 39.2 The Purchaser shall give notice of the rejection of bids or the cancellation of the procurement proceedings pursuant to ITB 39.1, along with the reasons for such rejection or cancellation, to all bidders**.** |
| | 39.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 39.2, the grounds for the rejection of all bids or the cancellation of the procurement proceedings, the Purchaser shall provide such information to that bidder**.** |

# F. Award of Contract

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| **40. Award Criteria** | 40.1 The Purchaser shall award the Contract to the Bidder whose Bid Price is selected as per ITB 38 and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41. Purchaser's Right to Vary Quantities at Time of Award** | 41.1 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. |
| **42. Letter of Intent** | 42.1 The Purchaser shall notify the concerned Bidder whose bid has been |

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| **to award the Contract/ Notification of Award** | selected in accordance with ITB 40.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.<br><br>42.2 If no bidder submits an application pursuant to ITB 45.1 within a period of seven days of providing the notice under ITB 42.1, the Purchaser shall accept the bid selected in accordance with ITB 40.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the selected bidder to furnish the performance security and sign the contract within fifteen days. |
| **43. Performance Security** | 43.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in an amount equal to 5 (five) percent of the Bid Price without VAT but including PS in accordance with the Condition of Contract, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section VIII (Contract Forms) or another form acceptable to the Purchaser.<br><br>The performance security issued by any Foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. |
| | 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid Security and black listing. In that event the Purchaser shall award the Contract to the next Bidder whose Bid Price is closest to the previously determined Average Bid Price whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 42. |
| **44. Signing of Contract** | 44.1 The Purchaser and successful Bidder shall sign the contract agreement within the period stated in 43.1 in the form included in section VIII (Contract Forms) after the submission of performance security by successful bidder in accordance with ITB 43.<br><br>44.2 At the same time, the Purchaser shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the ***District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office.*** The Purchaser may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot/package numbers and the following information: (i) the result of evaluation of bid; (ii) date of |

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| | publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract Price.<br><br>44.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification pursuant to ITB 42.1, requests in writing the grounds on which its bid was not selected.<br><br>44.4 If the bidder whose bid has been accepted fails to sign the contract as stated in ITB 44.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Purchaser. |
| **45. Complaint and Review** | 45.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of providing the notice under ITB 27.8 and ITB 42.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.<br><br>45.2 An application filed after the deadline pursuant ITB 45.1 shall not be processed.<br><br>45.3 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 45.1:<br><br>(a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or<br><br>(b) whether or not to reject an application.<br><br>No application can be submitted before the Public Procurement Review Committee (PPRC) for review against the decision made by the chief of the Public Entity for the Bid amount up to the value ***as stated in BDS***.<br><br>45.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 45.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 45.1, it can, within seven (7) days of receipt of such decision, file an application to the Public Procurement 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 45.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.<br><br>45.5 Late application filed after the deadline pursuant to ITB 45.4 shall not be processed.<br><br>45.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 45.4, the Public Procurement Review Committee shall |

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| | notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 45.3.<br><br>45.7 Within three (3) days of receipt of the notification pursuant to ITB 45.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Public Procurement Review Committee.<br><br>45.8 The Public Procurement Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within thirty (30) days after receiving the application filed by the Bidder, pursuant to ITB 45.4.<br><br>45.9 The Bidder, filing application pursuant to ITB 45.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law ***as stated in BDS*** with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 45.4. Application filed without furnishing the security deposit shall not be processed.<br><br>45.10 If the claim made by the Bidder pursuant to ITB 45.4 is justified, the Public Procurement Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 45.9, within seven (7) days of such decision made.<br><br>45.11 If the claim made by the Bidder pursuant to ITB 45.4 is rejected by the Public Procurement Review Committee, the security deposit submitted by the Bidder pursuant to ITB 45.9 shall be forfeited.<br><br>45.12 If the Purchaser does not implement the decision of the Public Procurement Review Committee, the bidder may file an application to the Public Procurement Review Committee. |

# Section II. Bid Data Sheet

| A. Introduction | |
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| **ITB 1.1** | The number of the Invitation for Bids (IFB) is: DORMEB/337310113/083-84/01 |
| **ITB 1.1** | Name of the Purchaser**: Department of Roads, Mechanical Branch** |
| **ITB 1.1** | Name and Identification number of the Contract: "Supply and Delivery of Walk Behind Roller" (Contract Identification Number: DORMEB/337310113/083-84/01) |
| **ITB 2.1** | Source of Fund: Road Board<br>Budget Head No: 337310113<br>Name of contract/s: Supply and Delivery of Walk Behind Roller |
| **ITB 4.1** | Bidders from the following countries are not eligible: ***"Not Applicable"*** |
| **ITB 4.2** | For GoN Funded:<br>Maximum number of partners in a joint venture shall be: **3 (three)** |
| **ITB 4.4** | A list of debarred firms is available at blacklist.ppmo.gov.np |
| **ITB 4.8** | The foreign Bidder at the time of bid submission shall submit :<br>1. 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.<br>2. Statement and disclosure of local agent/representative:<br>A foreign Bidder wishing to have or already having a local agent should state the following:<br>i. Name and address of the agent/representative.<br>ii. Amount of commission, the agent /representative is entitled to get, currency of payment and mode of payment.<br>iii. Other agreement with agent/representative, if any.<br>iv. Local Agent's PAN Registration Certificate and Agency declaration letter.<br>Resident foreign bidder shall submit PAN/VAT certificate and tax clearance certificate for the fiscal year 81/82 /Tax return submission evidence/ evidence of time extension for the fiscal year 82/83 at the time of bid submission. |
| **ITB 5.1** | Goods and related services to be supplied from following countries are not eligible: ***"Not Applicable"*** |

| B. Bidding Document | |
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| **ITB 8.1** | For clarification purposes only, the Purchaser's address is:<br>Attention: Deputy Director General<br>Name of the Purchaser: Department of Roads, Mechanical Branch<br>City/Town: Chakupat<br>District: Lalitpur<br>Country: Nepal<br>Electronic Mail Address: mechb@dor.gov.np |
| **ITB 8.1** | The purchaser will respond in writing to any request for clarification provided that such request is received no later than 10 days prior to the deadline date for submission of bid. |
| **ITB 8.2** | Pre-Bid meeting ***shall not*** be organized. |
| **C. Preparation of Bids** | |
| **ITB 11.1** | The language of the Bid is: English |
| **ITB 12.2 (h)** | The Bidder shall submit the following additional documents with its Technical Bid :<br>(i) ***Manufacturer's Authorization Letter (in accordance to the sample format of bid document)***<br>(ii) **Manufacturer's letter for the assurance of spare parts as per ITB 18.3**<br>(iii) ***All other necessary documents required; as indicated in Evaluation and Qualification Criteria (Qualification Requirement)*** |
| **ITB 12.3 (c)** | The Bidder shall submit with its Price Bid the following additional documents:<br>***"Discount letter" if proposed in*** **Letter of Price Bid** |
| **ITB 14.1** | Alternative Bids ***shall not be*** permitted |
| **ITB 15.4** | **The prices quoted by the Bidder shall *not be Adjustable*** |
| **ITB 18.3** | Period of time the Goods are expected to be functioning for minimum 10 years for the purpose of spare parts. |
| **ITB 19.2** | ***A Manufacturer's Authorization letter is only required for the following items:***<br>(i) Walk Behind Roller |
| **ITB 19.3** | The Bidder is required to include with its bid, evidence that it will be represented by an Agent in Nepal. |
| **ITB 20.1** | The bid validity period shall be ***90*** days. |
| **ITB 21.1** | The bid must be accompanied by bid security, amounting to a minimum of NRs. **6,60,000.00**, which shall be valid for minimum 30 days beyond |

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| | the bid validity period |
| **ITB 21.2** | If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account No.: 1201200001002524 (on behalf of Department of Roads, Mechanical Branch) at Nepal Rastra Bank, Baluwatar, Kathmandu and submit the receipt of the deposited amount of cash along with the bid. |
| **ITB 22.2** | The written confirmation of authorization to sign on behalf of the Bidder shall indicate:<br>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and<br>(b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business 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. |
| **D. Submission and Opening of Bids** | |
| **ITB 23.1** | Bidders shall have the option of submitting their bids **by mail / by hand / by courier.** |
| **ITB 24.1** | For bid submission purposes only, the Purchaser's address is: Department of Roads, Mechanical Branch, Chakupat, Lalitpur |
| **ITB 24.1** | The deadline for bid submission is:<br>Date: **October 8, 2026**<br>Time: 12:00 Noon |
| **ITB 24.1** | If the last date of purchasing, submission and opening of Bid falls on a public holiday applicable to the purchaser, then the next working day shall be considered as the last day without any change in the time and place as fixed. |
| **ITB 27.1** | The Technical bid opening shall take place at:<br>Date: **October 8, 2026**<br>Time: 13:00 hrs. (1:00 PM)<br>Place: Department of Roads, Mechanical Branch, Chakupat, Lalitpur |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 38.3 (a)** | Bids will be evaluated lot by lot/package (may be multiple or single). If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison. |

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| **ITB 38.3 (e)** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: [***refer to Schedule III, Evaluation and Qualification Criteria]***<br><br>(a) Deviation in Delivery schedule: ***No.***<br><br>(b) Deviation in payment schedule: ***No.***<br><br>(c) the cost of major replacement components, mandatory spare parts, and service: ***No.***<br><br>(d) the availability of spare parts in Nepal and after-sales services for the equipment offered in the bid. ***No***<br><br>(e) the projected operating and maintenance costs during the life of the equipment. ***No***<br><br>(f) the performance and productivity of the equipment offered; ***No.*** |
| **F. Award of Contract** | |
| ITB 41.1 | The maximum percentage by which quantities may be increased is: 15%<br><br>The maximum percentage by which quantities may be decreased is: 15% |
| ITB 45.3 | No application can be submitted before the Public Procurement Review Committee for review against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000) |
| ITB 45.9 | The bidder, filling application pursuant to ITB 45.4, shall have to furnish a cash amount or Bank guarantee equal to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 27.8 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 42.1 |

# Section III. Evaluation and Qualification Criteria

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# 1. Evaluation Criteria

## 1.1 Technical Criteria

***The offered goods and related services shall have compliance with Technical Specifications provided in Section V, Schedule of Requirements.***

***The major items are indicated by Bold or Highlighted letters/alphabets/figures in the Technical Specification. Compliance with or variation from departmental requirement of offered goods shall be determined by comparing against each and every criterion specified in bidding document. The offered specification column of the technical Specification supported by relevant Technical Catalogues/Leaflets (published by the manufacturer and/or supported by relevant official webpage of the manufacturer) of the offered Equipment shall be useful for verification of such specifications.***

***If there is a deviation in "major items" of specification of the goods proposed by the bidder from that specified in the technical specifications, then the bids shall be considered as non-responsive.***

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

## 1.2 Economic Criteria

### 1.2.1 Adjustment for Scope

#### 1.2.1.1 Local Handling and Inland Transportation

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

#### 1.2.1.2. Minor Omissions or Missing Items

***Pursuant to Sub-Clause 33.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Procuring Entity will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.***

### 1.2.2 Adjustment for Deviations from the Terms of Payment

***Deviations from the Terms of Payment as specified in SCC 15.1 are not permitted***

### 1.2.3 Adjustment for Deviations in the Delivery and Completion Schedule

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

### 1.2.4 Operating and Maintenance Costs: Not Applicable

### 1.2.5 Spare Parts and after Sales Service Facilities: Not Applicable

### 1.2.6 Performance and Productivity of the Goods: Not Applicable

## 1.3 Multiple Contracts: Not Applicable

# 2. Qualification

## 2.1 Eligibility

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

### 2.1.1 Conflict of Interest

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

### 2.1.2 Government/DP Eligibility

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

### 2.1.3 Government-Owned Entity

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

### 2.1.4 UN Eligibility

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

### 2.1.5 Nationality

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

### 2.1.6 Other Eligibility

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

| | | | | | |
|---|---|---|---|---|---|
| Business Registration License (Certificate) | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |
| VAT and PAN Registration certificate ***(only for domestic bidders)*** | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |
| Tax Clearance Certificate F/Y 081/82 /Tax return submission evidence/ evidence of time extension for the F/Y 082/83 ***(only for domestic bidders)*** | must meet requirement | not applicable | must meet requirement | not applicable | Document attachment |

## 2.2 Pending Litigation.

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

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

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

### 2.3.2 Average Annual Turnover

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Minimum average annual turnover of **NRs. 1,60,00,000.00** calculated as total payments received by the Bidder for supply contracts completed or under execution over the last three years. | Must meet requirement | Must meet requirement | Must meet 25 % of the requirement | Must meet 40% of the requirement | Form FIN – 2 |

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

### 2.3.3 Financial Resources

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets[2], unencumbered real assets, and other financial resources, (other than any contractual advance payments) to meet the cash-flow requirement of **NRs. 1,60,00,000.00** | Must meet requirement | Must meet requirement | Must meet 25 % of the requirement | Must meet 40 % of the requirement | Form FIN - 3 |

## 2.4 Experience

### 2.4.1 General Experience

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

[2] Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.

### 2.4.2 Specific Experience

| Criteria | Compliance Requirements | | | | Documents |
|---|---|---|---|---|---|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor in at most 3 Contract (s) within the last three (3) years, with a value of at least NPR **1,60,00,000.00** (total of all contracts) with nature, and complexity similar to the scope of supply described in Section V (Schedule of Requirements). i. e Walk Behind Roller / Road Roller / Compaction Equipment | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP – 2[a] |

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

[a] *In addition to the submission of Form EXP-2, the Bidder shall provide the Signed Contract Agreement and project completion certificate or report/tax invoice.*

# Section IV. Bidding Forms

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## Letter of Technical Bid

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

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

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

We, the undersigned, declare that:

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

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

(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of …. ***[insert validity period as specified in ITB 20.1 of the BDS]*** 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;

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

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

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

(g) We are not a government owned entity/we are a government owned entity but meet the requirements of ITB 4.5;[3]

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

[3] Select one of the options

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

(k) 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 _____

# Letter of Price Bid

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

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

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

We, the undersigned, declare that:

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

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

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

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

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

(d) The discounts offered and the methodology for their application are:

The discounts offered are: ***[specify in detail each discount offered]***

The exact method of calculations to determine the net price after application of discounts is shown below: ***[specify in detail the method that shall be used to apply the discounts]***;

(e) Our bid shall be valid for a period of [***insert validity period as specified in ITB 20.1]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

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

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

(i) We agree to permit the 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 purchaser.

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

Name: .....

In the capacity of.....

Signed ……...

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

Date…….....

# ELI-1: Bidder's Information Form

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

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

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

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

# ELI-2: Joint Venture Information Form

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

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

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

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

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

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

# Form LIT 1: Pending Litigation Form

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

**Choose one of the following:**

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

| Year | Matter in Dispute | Value of Pending Claim in NRs | Value of Pending Claim as a Percentage of Net Worth |
|---|---|---|---|
| ***[insert year]*** | 8. Contract Identification***: [indicate complete Contract name, number, and any other identification]***<br>9. Name of Purchaser: ***[insert full name]***<br>0. Address of Purchaser: ***[insert street/city/country]***<br>1. Matter in dispute: ***[indicate main issues in dispute]***<br>2. Party who initiated the dispute: ***[indicate "Purchaser" or "Supplier"]***<br>3. Status of dispute: ***[indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]*** | ***[insert amount]*** | ***[insert amount]*** |
| | | | |
| | | | |
| | | | |

# Form FIN-1: Financial Situation Form

Each Bidder must fill out this form.

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

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

| Financial Data for Previous Three Years (in NRs) | | |
|---|---|---|
| **Year 1:** | **Year 2:** | **Year 3:** |

**Information from Balance Sheet**

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

**Information from Income Statement**

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

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

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

# Form FIN-2: Average Annual Turnover Form

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture 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.

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

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

| **Annual Turnover Data for the Last Three Years** | |
|---|---|
| **Year** | **Amount (in NRs)** |
| | |
| | |
| | |
| **Average Annual Turnover** | |

# Form FIN-3: Financial Resources Form

Specify proposed sources of financing, such as liquid assets[4], unencumbered real assets, and other financial means (other than any contractual advance payments) available to meet the total cash flow requirements of the subject contract

| Financial Resources | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (in NRS)** |
| **1** | | |
| **2** | | |
| **3** | | |
| | | |

[4] Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

# Form EXP-1: General Experience

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

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

| **General Experience** | | | |
|---|---|---|---|
| **Starting Year** | **Ending Year** | **Contract Identification** | **Role of Bidder** |
| [*indicate Day, Month, year*] | [*indicate Day, Month, year*] | *1.* Contract name: ***[insert full name]***<br>*2.* Brief description of the supply performed by the Bidder: ***[describe supply performed briefly]***<br>*3.* Amount of contract: ***[insert amount]***<br>*4.* Name of Purchaser: ***[indicate full name]***<br>*5.* Address: ***[indicate street/number/town or city/country]*** | ***[insert "Prime Supplier" (Single entity or JV member) or "Subcontractor"]*** |
| | | | |
| | | | |
| | | | |

# Form EXP-2: Specific Experience Form

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

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

The Bidder shall complete this form for each contract completed.

# Form EXP - 3: Technical Experience: Not Applicable

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement *or any other relevant evidence*.

<table>
<tr><th colspan="6">Technical Experience</th></tr>
<tr><td>Name of Product</td><td colspan="5"></td></tr>
<tr><td colspan="2">Manufacturer:</td><td colspan="4">Address and Nationality:</td></tr>
<tr><td rowspan="4">(i) Product has been in production for at least …… years.</td><td colspan="2">Description of Goods</td><td colspan="2">Year of Production</td><td>Number of units produced</td></tr>
<tr><td colspan="2">[insert description of Goods]</td><td colspan="2">[insert years]</td><td>[insert number]</td></tr>
<tr><td colspan="2"></td><td colspan="2"></td><td></td></tr>
<tr><td colspan="2"></td><td colspan="2"></td><td></td></tr>
<tr><td rowspan="4">(ii) Product (or equipment) has been sold a minimum of ……. units of similar type and specification over the last three (3) years in Nepal.</td><td colspan="2">Description of Goods</td><td colspan="2">Year of Production</td><td>Number of units that has been sold</td></tr>
<tr><td colspan="2">[insert description of Goods]</td><td colspan="2">[insert years]</td><td>[insert number]</td></tr>
<tr><td colspan="2"></td><td colspan="2"></td><td></td></tr>
<tr><td colspan="2"></td><td colspan="2"></td><td></td></tr>
<tr><td rowspan="6">(iii) Product has been in operation for a minimum of ……. years.</td><td colspan="2">Description of Goods</td><td colspan="2">Number of units that has been sold and years</td><td>Details of purchasers</td></tr>
<tr><td colspan="2" rowspan="3">[insert description of Goods]</td><td>[insert number]</td><td>[insert year]</td><td rowspan="3">[insert name, address (street / number / town or city / country), telephone/fax numbers with country and city code, email addresses if available]</td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td colspan="2" rowspan="3"></td><td></td><td></td><td rowspan="3"></td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
</table>

# Form EXP - 4: Production Capacity: Not Applicable

Fill out one (1) form per product and manufacturer.

| Production Capacity | | |
|---|---|---|
| **Name of Product** | | |
| **Manufacturer:** | | **Address and Nationality:** |
| **Production facility 1 (include location):** | *[Insert description of goods and production capacity]* | |
| **Production facility 2 (include location):** | *[Insert description of goods and production capacity]* | |
| **Production facility 3 (include location):** | *[Insert description of goods and production capacity]* | |

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

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

Name of Bidder _____ Invitation for Bid No.:_____

| **Item No.** | **Name of Goods or Related Service** | **Country of Origin and Brand** | **Bidder's Proposed TS and Standards** | **Reference page/no./ Catalogue page/ no.** | **Status of compliance[5]** |
|---|---|---|---|---|---|
| **1** | **2** | **3** | **4** | **5** | **6** |
| *[insert item No.]* | *[insert name]* | *[insert country of Origin and Brand name]* | *[insert TS and Standards]* | *[insert reference page or no. / catalogue page or no. if any]]* | *[insert status]* |
| | | | | | |
| | | | | | |
| | | | | | |

[5] *The bidder shall state as Fully compliance or Partially compliance or Compliance*

# Form Del-1: Bidder's proposed Delivery Date

*The bidder shall fill this form to provide the information on delivery date of offered goods. Bidder's offered delivery date in column 4 shall comply with the Purchaser Requirement (Delivery and Completion Schedule) specified by the Purchaser in the Schedule of Requirements.*

Name of Bidder _____ Invitation for Bid No.:_____

| **Line Item No** | **Description of Goods** | **Quantity** | **Physical unit** | **Final Destination as specified in BDS** | **Bidder's offered Delivery date [to be provided by the bidder]** |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of delivery]* | *[insert the number of days following the date of effectiveness the Contract]* |
| 1 | | | | | |
| | | | | | |
| | | | | | |

*Note: The date of effectiveness of contract shall be as of signing the contract*

# Price Schedule for Goods

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

Name of Bidder _____ Invitation for Bid No.:_____

| Item | Description of Goods and Related Services | Country of Origin | Physical Unit | Quantity | Unit price[6] (in NPR) | | Total price (in NPR) (cols. 5x6) |
|---|---|---|---|---|---|---|---|
| | | | | | In Figure | In Words | |
| 1 | 2 | 3 | 4 | 5 | 6 | | 5x6=7 |
| **A. Goods:** | | | | | | | |
| 1. | Walk Behind Roller | | | | | | |
| | | | | | | **Total** | |
| | | | | | | VAT | |
| | | | | | | **Grand Total** | |

Name: _____

In the capacity of: _____

Signed: _____

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

Date:

[6] The price shall include the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier.

# Bid Security

**Bank Guarantee**

***Bank's Name, and Address of Issuing Branch or Office***
***(On Letter head of the Bank)***

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

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

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

**Beneficiary:** ***[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 IFB number****]* ("the IFB").

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

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

(a) has withdrawn or modified its Bid:

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

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

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

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

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

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

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the

instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid which comes to be ***[insert the date]***.

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

This Bank Guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG), 2010 Revisions, ICC Publication No. 758[7] except that the supporting statement under Article 15(a) is hereby excluded.

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

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

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

# Manufacturer's Authorization Letter

[*This letter of 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: *[insert date of Bid Submission]*

IFB No.: *[insert number]*

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

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

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

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

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

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

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

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

# Section V. Schedule of Requirements

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# List of Goods and Related Services

***The Goods and Related Services are grouped in lots/packages. Bids on individual items/lots are not permitted. Only Bids for all of the items/lots/Packages will be accepted.***

| **Lot/Package No.: One** | | | | |
|---|---|---|---|---|
| **Lot/Package Name:** ***Supply and Delivery of Walk Behind Roller*** | | | | |
| **Item No.** | **Name of Goods or Related Services** | **Description[8]** | **Unit of Measurement** | **Quantity** |
| **1** | Walk Behind Roller | Supply and Delivery of Walk Behind Roller | Unit | 15 |

[8] *Description of Goods or related services is to be inserted in this column*

# Delivery and Completion Schedule

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

| Line Item No | Description of Goods | Quantity | Physical unit | Final Destination | Delivery Date |
|---|---|---|---|---|---|
| **1.** | **2** | **3** | **4** | **5** | **6** |
| 1 | Supply and Delivery of Walk Behind Roller | 15 | Units | Department of Roads, Heavy Equipment Division, Kathmandu, Nepal - 15 units | Within 120 Days from the date of signing the contract agreement |

*Note: The date of effectiveness of contract shall be as of signing the contract*

# Technical Specification

## Purchaser Requirement

*The Goods and Related Services shall comply with following Technical Specifications and Standards:*

**1. Summary of Technical Specifications**.

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| 1 | Walk Behind Roller | Diesel engine driven walk-behind double-drum vibratory smooth steel roller for soil, gravel and asphalt compaction.<br><br>Operating weight: not less than 600 kg.<br><br>Engine: not less than 4 kW at governed RPM; electric starting.<br><br>Drum diameter: not less than 350 mm.<br><br>Drum working width: not less than 600 mm.<br><br>Maximum centrifugal force: not less than 11 kN.<br><br>Maximum vibration frequency: not less than 60 Hz.<br><br>Maximum gradeability without vibration: not less than 38%.<br><br>Maximum travel speed: forward not less than 3 km/h; reverse not less than 2.5 km/h.<br><br>Hydrostatic drive to both drums.<br><br>Detailed requirements are set out in the following technical specification table. |

**2. Detailed Technical Specifications and Standards**

## Walk Behind Roller Quantity: 15 units

| S. N. | CRITERIA | DEPARTMENTAL REQUIREMENT | OFFERED SPECIFICATION |
|---|---|---|---|
| 1. | General | **Diesel engine** driven, **Walk-behind double drum Vibratory Smooth Steel Roller**, with all operating controls mounted at the operating handle and allows for tight side clearance on both sides of rollers, suitable for soil, gravel and asphalt compaction applications and for operating conditions at altitude up to 3000 m (MSL) and in ambient temperature varying between -10 to 50 $^0$C. | Make:<br>Model:<br>Country of Origin: |
| 2. | Operating Weight | Not less than **600 Kg** | |
| 3. | Engine | **Diesel engine** developing maximum power not less than **4 kW** at governed RPM for efficient operation of vibrating roller at different operating condition in actual working site. **Electrical starting type.** | Make:<br>Model: |
| 4. | Roller Performance | **Smooth double drum steel roller**<br>Drum Diameter: Not less than **350 mm**<br>Drum working width: Not less than **600 mm**<br>Maximum Centrifugal Force: Not less than **11 KN**<br>Maximum Gradeability without vibration**:** Not less than **38(%)**<br>Maximum Vibration Frequency: Not less than **60 HZ**<br>Travel maximum Speed**:**<br>Forward: Not less than **3 Km/hr**<br>Reverse: Not less than **2.5 Km/hr** | |
| 5. | Drive System | **Hydrostatic system for both front and rear drum** | |
| 6. | Brake | Service Brake**: Hydrostatic**<br>Parking Brake**: Hydrostatic/ Hydraulic/ Mechanical** | |
| 7. | Frame | Steel with towing handle | |
| 8. | Essential Accessories | **Water tank mounted on frame with connections for water sprinkling of roll**.<br>**Adjustable scraper**, one on each outer side of roll.<br>**Operation hour meter** | |

| S. N. | CRITERIA | DEPARTMENTAL REQUIREMENT | OFFERED SPECIFICATION |
|---|---|---|---|
| 9. | Features | Vibration and throttle control on steering rod<br>Infinitely variable speed control<br>Height adjustable and low vibration steering rod<br>Single point lifting device | |
| 10. | Instructions | All signs and instructions in the equipment shall be in **English**. | |
| 11. | Manuals | 1. One copy of the Operator's and Owner's Instructions and Maintenance manual in English shall be supplied with each equipment.<br>2. Eight hard copies and one electronic copy of following manuals in English shall be supplied:<br>a) Spare parts catalogue;<br>b) Comprehensive workshop manual. | |
| 12. | Tools | A set of tools as required for general maintenance shall be supplied within a lockable tool box for each unit. | |
| 13. | Color | Orange / Construction equipment yellow. | |
| 14. | Proven performance | 1. The machine offered shall be **a current model (make year should be 2026 or Latest) under standard production** by the manufacturer for **at least one year**.<br>2. The bidder shall provide the manufacturer's data of the performance of the unit to include the fuel consumption, performance curve of the engine and machine's production capacity. | |
| 15. | Warranty | Manufacturer shall provide **a minimum of one-year warranty after acceptance.** | |
| 16. | Initial Service | The supplier shall provide with the equipment all the necessary filters and spare parts required for the first two services, after the equipment has been commissioned and accepted | |
| 17. | Delivery | The double drum Vibratory Rollers, pedestrian roller (Walk behind), 15 units shall be delivered to:<br>**Department of Roads, Heavy Equipment Division, Kathmandu, Nepal** | |

- **Note:**

a) **The major items are indicated by bold and highlighted letters/alphabets/figures in the technical specifications. Non-compliance of these major items will result in non-responsiveness of the bid offer.**

# Drawings

The purpose of drawings is to specify locations, dimensions, materials to be used, stages of manufacturing, and other characteristics of the Goods and Related Services. The Purchaser should prepare such drawings, as needed, and include them in the Procurement Document. Such drawings, as part of the SR, are Contract documents and, therefore, shall be part of the Contract. Similarly, the Purchaser may request the Supplier to provide drawings either with its Bid or for approval during Contract execution.

It is essential that the Purchaser prepares a **List of Drawings** showing all drawings it supplied and issued as part of the Procurement Document.

# Section VI. General Conditions of Contract
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# Section VI. General Conditions of Contract

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

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| | Contract.<br>(l) "SCC" means the Special Conditions of Contract.<br>(m) "Subcontractor" means any natural person, private, or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.<br>(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.<br>(o) "GoN" means the Government of Nepal.<br>(p) "The Site," where applicable, means the place **named in the SCC.** |
| **2. Contract Documents** | 2.1 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 GCC Clause 34.1 shall apply.<br>For the purposes of this Sub-Clause:<br>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<br>(ii) "fraudulent practice"[9] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<br>(iii) "collusive practice"[10] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<br>(iv) "coercive practice"[11] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to |

[9] 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.

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

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| | influence improperly the actions of a party;<br><br>(v) "obstructive practice" is<br><br>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or<br><br>(bb) acts intended to materially impede the exercise of the GoN/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.<br><br>3.2 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may blacklist a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:<br><br>(a) if it is established that the Supplier committed in any of the following acts:,<br><br>(i) give or propose improper inducement directly or indirectly,<br>(ii) distortion or misrepresentation of facts,<br>(iii) engaging in corrupt or fraudulent practice or involving in such act,<br>(iv) interference in participation of other competing bidders,<br>(v) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,<br>(vi) collusive practice among bidders/suppliers before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price,<br>(vii) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.,<br><br>(b) if it is established later that the Supplier 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. |

[11] a "party" refers to a participant in the procurement process or contract execution.

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| | 3.3 In case of DP funded bid, DP:<br>(a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;<br>(b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and<br>(c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.<br>3.4 The Supplier shall be prosecuted for offenses under prevailing criminal laws, if the contractor:<br>(i) Misuses the Advance Payment or payments received from the Purchaser;<br>(ii) Receives payment by submitting false information or documents;<br>(iii) Abandons the works before completion;<br>(iv) Commits a serious violation of the contract; or<br>(v) Causes loss or damage to the Purchaser. |
| **4. Interpretation** | 4.1 If the context so requires it, singular means plural and vice versa.<br>4.2 Entire Agreement<br>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.<br>4.3 Amendment<br>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.<br>4.4 Nonwaiver<br>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any |

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| | subsequent or continuing breach of Contract.<br>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.<br>4.5 Severability<br>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| **5. Language** | 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in the SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the SCC**, in which case, for purposes of interpretation of the Contract, this translation shall govern.<br>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. |
| **6. Joint Venture** | 6.1 If the Supplier is a joint venture, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture. 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 shall not be altered without the prior consent of the Purchaser.<br>6.2 The Supplier shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract. |
| **7. Notices** | 7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term "in writing" means communicated in written form through e-GP system, fax, email or courier with proof of receipt.<br>7.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later. |
| **8. Governing Law** | 8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal. |
| **9. Settlement of Disputes** | 9.1 The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.<br>9.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable |

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| | settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period **as specified in SCC**. |
| **10. Scope of Supply** | 10.1 **Subject to the SCC**, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.<br>10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract. |
| **11. Delivery** | 11.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are **specified in the SCC**. |
| **12. Supplier's Responsibilities** | 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11. |
| **13. Purchaser's Responsibilities** | 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.<br>13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1. |
| **14. Contract Price** | 14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.<br>14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized **in the SCC.** |
| **15. Terms of Payment** | 15.1 The Contract Price shall be paid as specified **in SCC**.<br>15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11.1 and upon fulfillment of all the obligations stipulated in the Contract.<br>15.3 Unless otherwise specified **in the SCC**, the Purchaser shall retain from each payment due to the Supplier the proportion stated in the SCC. Half of the total amount retained shall be repaid 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 and half when the supplier has submitted the evidence of |

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| | submission of tax return to the concerned Internal Revenue Office.<br>15.4 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.<br>15.5 Payments shall be made to the Supplier under this Contract in Nepalese Currency.<br>15.6 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.4, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown **in the SCC,** for the period of delay until due payment has been made.<br>15.7 If the advance payment is provided under GCC 15.1 is not repaid due to non-performance of the contract, by the Supplier within the time period specified in the Contract, the Purchaser shall recover the advance payment by enforcing the bank guarantee as provided under GCC 15.1, and shall also recover interest on the advance amount from the Supplier at a rate **stated in SCC.** |
| **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. Performanc e Security** | 17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies **specified in the SCC**.<br>17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.<br>17.3 The Performance Security shall be denominated 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.<br>17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations. |
| **18. Copyright** | 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. |
| **19. Confidential Information** | 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or |

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| | indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.<br><br>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.<br><br>19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:<br><br>(a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;<br><br>(b) now or hereafter enters the public domain through no fault of that party;<br><br>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or<br><br>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.<br><br>19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.<br><br>19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract. |
| **20. Subcontracting** | 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.<br><br>20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.<br><br>20.3 The Supplier shall give prior notice to the Purchaser clearly specifying the nature, scope, and responsibilities of the work to be performed, to engage other subcontractors, material suppliers, equipment suppliers, service providers, or other persons or entities during the implementation of the |

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| | contract.<br><br>20.4 Before notifying the Purchaser as per GCC 20.1, the Supplier shall enter into a written agreement with the subcontractors, material suppliers, equipment suppliers, service providers, or other persons or entities clearly specifying the scope of work, responsibilities, quality requirements, duration, payment terms, security, labor-related obligations, and conditions relating to performance of the work.<br><br>20.5 The Supplier shall provide the Purchaser with details of the payments made to the subcontractors, material suppliers, equipment suppliers, service providers, or other persons or entities engaged under GCC 20.1.If the Supplier is found not to have made payment to the subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities engaged under GCC 20.1 in accordance with the terms of the agreement, the Purchaser may determine the amount payable to such subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities and make payment to them from any remaining dues to be paid to the Supplier, retention money, or forfeited performance security. |
| **21. Specifications and Standards** | 21.1 Technical Specifications and Drawings<br><br>(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.<br><br>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.<br><br>(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.<br><br>21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser 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, |

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| | where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.<br><br>22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser. |
| **23. Insurance** | 23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC. |
| **24. Transportation** | 24.1 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. |
| **25. Inspections and Tests** | 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.<br><br>25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.<br><br>25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.<br><br>25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.<br><br>25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations |

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| | under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.<br><br>25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.<br><br>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.<br><br>25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| **26. Liquidated Damages** | 26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34. |
| **27. Warranty** | 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.<br><br>27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.<br><br>27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.<br><br>27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.<br><br>27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.<br><br>27.6 If having been notified, the Supplier fails to remedy the defect within the |

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| | period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| **28. Patent Indemnity** | 28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:<br>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and<br>(b) the sale in any country of the products produced by the Goods.<br>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.<br>28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.<br>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.<br>28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.<br>28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the |

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| | Purchaser. |
| **29. Limitation of Liability** | 29.1 Except in cases of gross negligence or willful misconduct:<br>(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and<br>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement. |
| **30. Change in Laws and Regulations** | 30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14. |
| **31. Force Majeure** | 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.<br>31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.<br>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** | 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: |

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| **Amendments** | (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;<br>(b) the method of shipment or packing;<br>(c) the place of delivery; and<br>(d) the Related Services to be provided by the Supplier.<br>32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.<br>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** | 33.1If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least twenty-one (21) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. Within the contract period, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.<br>33.2 The Supplier shall submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity, within fifteen (15) days of receiving the Letter of Extension of Intended Completion Date from the Purchaser.<br>33.3 If the supplier fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity within the prescribed time as per ITB 33.2, the Purchaser shall pay fine at the rate of 0.01% of the final contract price (without VAT but including PS) per day for a maximum of fifteen (15) days. The Purchaser may deduct the fine from payments due to the Supplier.<br>33.4 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 |

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| | (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:<br>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;<br>(ii) if the Supplier fails to perform any other obligation under the Contract.<br>(iii) The supplier uses the advance payment for matters other than the contractual obligations.<br>(iv) The purchaser may terminate the contract at any time in the following condition, if the supplier:<br>(aa) does not commence the work as per the contract,<br>(bb) abandons the contract without completing,<br>(cc) fails to achieve progress as per the contract.<br>(v) The supplier fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents with extended validity within the time prescribed pursuant to GCC 33.3.<br>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a),<br>i) the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to pay to the Purchaser for any losses, damages incurred by the Purchaser and any additional costs for such undelivered or not performed Goods or Related Services as Government dues. After recovering any such losses, damages and extra costs, the Purchaser shall pay any balance to the Supplier,<br>ii) forfeit the Performance Security,<br>iii) withhold further payments to the Supplier until the costs of completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Purchaser, have been established<br>If the total amount due to the Purchaser exceeds any payment due to the Supplier, the difference shall be a debt payable to the Purchaser.<br>However, the Supplier shall continue performance of the Contract to the extent not terminated.<br>34.2 if the Supplier, in the judgment of the Purchaser has engaged in corrupt, |

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| | fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract Termination for Insolvency<br><br>The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.<br><br>34.3 Termination for Convenience<br><br>(a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.<br><br>(b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:<br><br>(i) To have any portion completed and delivered at the Contract terms and prices; and/or<br><br>(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| **35. Assignment** | 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| **36. Social Security Fund** | 36.1 The Supplier shall enroll the laborers, employees, or other workforce engaged in such work in the Social Security Fund in accordance with prevailing laws.<br><br>36.2 The Supplier shall be responsible to disburse the remuneration, benefits, and other payments of the laborers, employees, or workforce into the bank account of the concerned individual.<br><br>36.3 The Supplier shall be responsible for ensuring that the required work permit has been obtained in accordance with prevailing laws in respect of foreign personnel. |

# Section VII. Special Conditions of Contract

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

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| **GCC 1.1(i)** | The Purchaser's country is: ***Nepal*** |
| **GCC 1.1(j)** | The Purchaser is*: Department of Roads, Mechanical Branch* |
| **GCC 1.1 (p)** | The Site is: Heavy Equipment Division, Kathmandu (15 units), as specified in Section V, Schedule of Requirements |
| **GCC 5.1** | The language shall be: ***English***<br>The language for translation of supporting documents and printed literature is: **English.** |
| **GCC 7.1** | For **notices**, the Purchaser's address shall be:<br>Name and Address of the Purchaser: Department of Roads, Mechanical Branch, Chakupat, Lalitpur<br>Telephone: 01-5971243<br>Facsimile Number:<br>Electronic Mail Address: mechb@dor.gov.np |
| | For **notices**, the Supplier's address shall be:<br>Name and Address of the Supplier:<br>Telephone number:<br>Facsimile number:<br>e-mail Address: |
| **GCC 9.2** | In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepal at **Kathmandu** |
| **GCC 10.1** | The Scope of Supply shall be defined in: ***Section V, Schedule of Requirements" i.e***<br>***1. Supply and Delivery of Walk Behind Roller***<br>***2. Third-party insurance of equipment [at least 1(one) year)] and ownership transfer to the purchaser***<br>***At the time of awarding the Contract, the Purchaser shall provide 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.*** |

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| **GCC 11.1** | Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:<br>a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;<br>b) Copy of packing list identifying the contents of each package;<br>c) Delivery note, railway receipt, or truck receipt;<br>d) Manufacturers or Supplier's warranty certificate;<br>e) Certificate of origin<br>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 14.2** | The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.[12] |
| **GCC 15.1** | The terms of payment to be made to the Supplier under the contract shall be as follows:<br>1. The payment shall be made:<br>(a) through accounts division/unit of the Purchaser or<br>(b) Through the District Treasury Controller Office.<br>2. Payments shall be made in Nepalese Rupees in the following manner:<br>(a) On Delivery and acceptance: Hundred (100) percent of the contract price of goods and related services delivered shall be paid upon submission of claim supported by the acceptance document issued by the purchaser. |
| **GCC 15.3** | The proportion of payments retained is: ***"5 (five)) percent"*** |
| **GCC 15.6** | The interest rate that shall be applied for payment delay is: ***Not Applicable*** |
| **GCC 15.7** | Recover interest on the advance amount from the Supplier should be at a rate of **10 %**. |
| **GCC 17.1** | The Supplier shall provide a Performance Security as below<br>The Performance Security amount is ***5% of Bid Price in*** **NPR** ***(without VAT but including PS) required prior to contract agreement]*** and shall be valid for the period of **30 days beyond end of Warranty Period.**<br>The performance security shall be forfeited by the Purchaser, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period. |

[12] If duration of contract is less than 12 months' price adjustment shall not be applicable

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| **GCC 17.3** | **The types of acceptable Performance Securities are:** A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or commercial bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms. Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. |
| **GCC 22.2** | 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:<br>a. Contract number:<br>b. Name and address of the Purchaser:<br>c. Country of origin,<br>d. Gross weight<br>e. Net weight<br>f. Package number of total number of packages<br>g. Brief description of content<br>h. [Insert any other additional marking]<br>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.<br>All materials used for packing shall be environmentally neutral. |
| **GCC 23.1** | The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on "All Risks" basis, including War Risks, riots and/or Strikes. |

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| **GCC 25.2** | Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places:<br>Goods:<br>Walk Behind Roller<br>**Type of Test: Visual Inspection, Operational Inspection**<br>a. The Supplier or his representative shall be responsible for commissioning, testing and demonstrating to the Purchaser's Inspection Committee that the goods meet the specification requirements and also the claimed performances of the manufacturer. The goods shall be tested for 5 hours.<br>b. All expenses involved in assembling and commissioning the goods including fuels, oils, machines etc. to meet the requirements of the contract, and the cost of any unsuccessful test or tests for this purpose shall be at the expense of the Supplier. If there is any defect in material or workmanship, the Supplier will correct or cause to be corrected such defects or deviation from the contract requirement at his own expenses within thirty days from the date of such inspection.<br>**Time or Milestone: After delivery of goods**<br>Place: Heavy Equipment Division, Kathmandu<br>Address: Kathmandu<br>Country: Nepal |
| **GCC 26.1** | The applicable rate of liquidated damages shall be: ***0.05 percent of the Contract Price without VAT but including PS per day***. |
| **GCC 26.1** | The maximum number of liquidated damages shall be: ***ten (10) percent of the Contract Price without VAT but including PS.***<br><br>The contract shall be terminated, if liquidated damages exceed 10 percent of the Contract Price (***without VAT but including PS)*** and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations. |
| **GCC 27.3** | The period of validity of the Warranty shall be: ***12 months after acceptance***<br><br>For the purposes of the Warranty, the place of final destination shall be: **All over Nepal** |
| **GCC 27.5 & 27.6** | 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

## Table of Forms

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# Letter of Intent

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

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

To:. . . . . ***[Insert name and address of the Supplier]*** . . . . . .

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

This is to notify you that, it is our intention to award the contract for execution of the . . . . . . . .***name of the contract and identification number, as given in the BDS/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 evaluated bid closest to the Average Bid Price.

Authorized Signature: .....

Name: .....

Title: .....

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

# Letter of Acceptance

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

. . . . . ***[Insert date]***. . . . . .

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

Subject: ***Notification of Award***

This is to notify that your Bid for the Invitation of bids dated . . . . ***[Insert date of Bid Invitation]*** . . . . for execution of the . . . . . ***[Insert name of the contract and identification number, as given in the BDS/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 amount of performance security shall be **NPR**……..***[Insert amount]*** and validity period of performance security shall be ……***[insert validity period as per SCC 17.1***].

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

Authorized Signature: .....

**Name and Title of Signatory: ……**

# Contract Agreement

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 Letter of Acceptance;
(b) the Letter of Technical and Price bid;
(c) The Addenta numbers ……. [Insert addenda numbers if any]
(d) the Special Conditions of Contract;
(e) the General Conditions of Contract;
(f) the Schedule of Requirements;
(g) the Price Schedules and
(h) ***[indicate any other documents required as appropriate***]

This Contract Agreement 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

***On Letterhead paper of the bank***

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

Performance Guarantee No.:…… ***[Insert guarantee reference number]…….***

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

We have been informed that ... ... ***[insert complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture***] (hereinafter "the Supplier") has received the notification of award Contract No. …….. ***[insert reference number of the Contract]***, for the execution of **[*insert name of contract and brief description of Goods]*** (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]***