Preparation of Bidding Documents
(NCB- Goods)

Shanker Krishna Shrestha
Director, PPMO
Procurement of Goods
(Fundamental Aspects)

- How to Prepare Bid Documents
- Bid documents Structure
- Invitation for Bid
- Preparation of Bid Data Sheet, Evaluation and Qualification Criteria, Schedule of Requirements and Special Conditions of Contract
PREPARATION OF BID DOCUMENTS
“Bidding Document” means a document prepared by the concerned Public Entity making invitation to bid for submission by bidders by filling up or preparing price or proposal or rate in such document and this term also includes instructions to bidders, specifications, drawing, design, terms of reference, schedule of work, evaluation criteria, bill of quantities, conditions of contract and similar other documents.
Frequently Used Standard Bid Documents in Nepal

- Standard Bidding Documents Issued by PPMO
- Standard Bidding Documents of ADB
- Standard Bidding Documents of WB
- Standard Bidding Documents of FIDIC (International Federation of Consulting Engineers)
Purpose of Bidding Documents in Public Procurement

Lay Down Rules of the Competition
- How to prepare and submit bids
- What will be the selection criteria
- What will be the qualification criteria
- How to price

Specify Scope of Works & Obligations
- Technical Specifications
- Bill of Quantities
- Delivery/Completion Time
- Warranty/Service Obligations

Specify Clearly the Conditions of Contract
- General, Time, Cost, and Quality Control and other requirement
How to Prepare?
Bid Documents Based on:

Procurement Methods
ICB, NCB, Sealed Quotation, Direct Procurement, User’s Group or Beneficiary Community

Pre-Qualification
Post-Qualification
Single-Stage: One-Envelope
Single-Stage: Two-Envelope
Two-Stage Bidding
There are broadly three different parts in bidding documents:

1. **Bidding Procedures**
   - ITB, BDS, EQC, Bidding Forms

2. **Schedule of Requirements**
   - Schedule of requirements

3. **Conditions of contract and contract forms**
   - GCC, SCC, Contract Forms
Standard Bidding Document "Goods"

- Section I  Instruction to bidders (ITB)
- Section II  Bid Data Sheet (BDS)
- Section III  Evaluation and Qualification Criteria
- Section IV  Bidding Forms
- Section V  Schedule of Requirements (SR)
- Section VI  General Conditions of Contract (GCC)
- Section VII  Special Conditions of Contract (SCC)
- Section VIII  Contract Forms
Section-1
Instruction to Bidders (ITB)
For bidders to prepare **Responsive bid**

- **ITB**: The Instructions to bidders (ITB) specify the procedures that regulate the bidding process.
- Standard clauses to remain unchanged and to be used without modifying their text,
- All the clauses may not be applicable to every procurement.
- ITB comprises Almost Every Solution up to the Submission Phase
- The Instructions to bidders are not a contract document and, therefore, are not a part of the contract
## Information To The Bidders

<table>
<thead>
<tr>
<th>Subject/Clauses</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eligible Bidders ITB:4.1</strong></td>
<td>This Invitation for Bids is open to eligible Bidders from all countries, except for any specified in the BDS.</td>
</tr>
<tr>
<td><strong>Bid security of Joint venture ITB 21.7</strong></td>
<td>Shall be in the name of joint venture 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</td>
</tr>
<tr>
<td><strong>Eligible Goods and Related Services ITB:4.1</strong></td>
<td>All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the BDS.</td>
</tr>
<tr>
<td><strong>Purchaser’s Right to Vary Quantities at Time of Award</strong></td>
<td>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.</td>
</tr>
</tbody>
</table>
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<tr>
<td><strong>Conflict of interest</strong></td>
<td>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.</td>
</tr>
<tr>
<td></td>
<td>- have the same legal representative for purposes of this Bid</td>
</tr>
<tr>
<td></td>
<td>- have controlling shareholders in common</td>
</tr>
<tr>
<td><strong>Amendment of Bidding Document</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Currencies of Bid</strong></td>
<td>All Prices shall be quoted in Nepalese Rupees.</td>
</tr>
<tr>
<td><strong>Bid Opening</strong></td>
<td>The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend</td>
</tr>
<tr>
<td>ITB 27.1 and 27.2</td>
<td>Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation.</td>
</tr>
<tr>
<td><strong>Ineligible to bid (Black List)</strong></td>
<td>A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.</td>
</tr>
<tr>
<td>Subject/Clauses</td>
<td>Requirement</td>
</tr>
<tr>
<td>------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Confidentiality</td>
<td>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.</td>
</tr>
<tr>
<td>Determination of Responsiveness</td>
<td>A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.</td>
</tr>
<tr>
<td>Correction of Arithmetical Errors</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be rejected.</td>
</tr>
<tr>
<td>Award Criteria</td>
<td>The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document</td>
</tr>
<tr>
<td>Subject/Clauses</td>
<td>Requirement</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Site Visit ITB:6.1</strong></td>
<td>For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder’s own responsibility and risk, <em>is encouraged to visit and examine the Site</em> 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.</td>
</tr>
<tr>
<td><strong>Documents Comprising the Bid ITB:12.1</strong></td>
<td><strong>The Bid shall comprise the following:</strong> 1. Bid Submission Form and the applicable Price Schedules; 2. Bid Security; 3. documentary evidence in establishing the Bidder’s eligibility to bid; 4. documentary evidence, that the Goods and Related Services conform to the Bidding Document; 5. documentary evidence establishing the Bidder’s qualifications to perform the contract if its Bid is accepted; and 6. written confirmation authorizing the signatory of the Bid to commit the Bidder, 7. any other document required in the BDS.</td>
</tr>
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</thead>
<tbody>
<tr>
<td><strong>Bid Prices and Discounts ITB:15.6</strong></td>
<td>If the Bidder intends to offer any unconditional discount, it shall always be expressed in <strong>fixed percentage</strong> and that <strong>shall not vary as the quantity varies</strong> and be applicable to each unit rate.</td>
</tr>
<tr>
<td><strong>Period of Validity of Bids ITB 20.1</strong></td>
<td>Bid shall remain valid for a period <strong>specified in the BDS</strong> after the bid submission deadline date prescribed by the purchaser. A bid valid for a <strong>shorter period shall be rejected</strong> by the purchaser as nonresponsive.</td>
</tr>
<tr>
<td><strong>Sealing and Marking of Bids ITB:23.4</strong></td>
<td>If all envelopes are not sealed and marked as required, the <strong>Purchaser will assume no responsibility</strong> for the <strong>misplacement or premature opening of the bid.</strong></td>
</tr>
<tr>
<td><strong>Clarification of Bids ITB 29.1</strong></td>
<td>Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser <strong>shall not be considered.</strong></td>
</tr>
<tr>
<td>Subject/Clauses</td>
<td>Requirement</td>
</tr>
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</tbody>
</table>
| **What about Deviation**  
(Non-material Non-conformities)  
(ITB 32.1 and 32.2) | 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.  

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. |
Section –II
Bid Data Sheet (BDS)

- The bidding data sheet shows the provisions that supplement, amend or specify information or changes in ITB specific to each procurement or requirements included in Instructions to Bidders (ITB).
- Bidding Data must refer to Instructions to Bidders (ITB) Clauses,
- The purchaser must specify in the BDS only the information that the ITB request be specified in the BDS
- All information shall be provided; no clause shall be left blank

- Bidding data to be filled out by the employer before issuance of the bidding documents.
## A. Introduction

<table>
<thead>
<tr>
<th>ITB 1.1</th>
<th><strong>Name of the Purchaser:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[insert name of the purchaser which will issue the notification of contract and sign the contract agreement]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITB 2.1</th>
<th><strong>Identification number of the Contract:</strong></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>[insert contract number/s]</td>
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<tr>
<td></td>
<td>[For a Project requiring similar but separate items of equipment specified in the Schedule of Requirements, Bids may be invited under alternative contract options, and the Bidder should be allowed, at its option, to Bid for individual contracts or for a group of similar contracts (package). The basis for Bid evaluation and contract award, by item or package, shall be specified herein.]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITB 2.1</th>
<th><strong>GoN Funded or DP Funded:</strong></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>[insert GoN funded or DP Funded or PE's own resource funded]</td>
</tr>
<tr>
<td></td>
<td>Name of the Project: [insert project name]</td>
</tr>
<tr>
<td></td>
<td>Name of the DP: [insert the DP name]</td>
</tr>
<tr>
<td></td>
<td>Implementing Agency: [insert implementing agency name]</td>
</tr>
<tr>
<td></td>
<td>(Delete as appropriate)</td>
</tr>
</tbody>
</table>
| **ITB 4.1** | **Bidders from the following countries are not eligible:**  
[Indicate "Not Applicable" for GoN funded procurement and indicate the name of countries, if any, which are not eligible as per DP's procurement guidelines] |
| **ITB 4.9** | **The foreign Bidder at the time of bid submission:**  
- shall submit [indicate required documents]  
- shall declare to submit at the time of contract agreement [indicate required documents] |
| **ITB 5.1** | **Goods and related services to be supplied from following countries are not eligible:**  
[Indicate "Not Applicable" for GoN funded procurement; and indicate the name of countries, if any, from where goods and related services are not eligible as per DP's procurement guidelines]: |
### B. Bidding Document

**ITB 8.1**

*For clarification purposes only, the Purchaser’s address is:*

- **Attention:** [Insert Name and Designation of the Contact Person/s (if any)]
- **Name of the Purchaser:** ____________________________
- **City/Town:** ____________________________
- **District:** ____________________________
- **Country:** ____________________________
- **Telephone:** ____________________________
- **Facsimile Number:** ____________________________
- **Electronic Mail Address:** ____________________________

**ITB 8.2**

*The purchaser will respond in writing to any request for clarification provided that such request is received no later than ten (10) days prior to the deadline date for submission of bid.*

**Pre-Bid meeting [insert “shall” or “shall not”] be organized.**

If a Pre-Bid meeting will take place, it will be at the following date, time and place:

- **Date:**
- **Time:**
- **Place:**
## C. Preparation of Bids

### ITB 11.1
The language of the Bid is: Nepali or English

### ITB 12.1 (h)
The Bidder shall submit the following additional documents with its Bid: [insert any other documents required, such as

[insert list of documents, if any];

### ITB 14.1
Alternative Bids . .[insert are or are not]. permitted

[If alternative bids are permitted, insert: “Bidders may submit Alternative Bids which do not conform to the specifications of Goods but meet the performance prescribed in, or the objectives of, the specifications. However, only the Alternative Bids of the Bidder whose main Bid is the lowest evaluated substantially responsive Bid will be considered. If a Bidder wishes to have its Alternative Bid or Bids considered on an equal basis with all other main Bids, it shall submit a separate Bid Security for each Alternative Bid. All Alternative Bids submitted in this manner will be treated as main Bids. Alternative Bids must be submitted in a sealed envelope clearly marked “Alternative Bid”, separate from the main Bid.”]
## Bid Data Sheet

| ITB 15.2 (ii) | The Prices for inland transportation: in NRs
| The prices for insurance: in NRs
| The prices for other cost: in NRs
| Sub-total: in NRs
| The final destination is:
| (Note: Delete as appropriate) |

| ITB 15.2 (iii) | The price of other incidental services:
| (i) ......................... in NRs
| (ii) ......................... in NRs
| (iii) ......................... in NRs
| Sub-total: in NRs
| Grand Total to ................. [Insert name of final destination]: in NRs.
| (Note: Delete as appropriate) |

| ITB 15.3 | The prices quoted by the Bidder shall be:
| [If prices are to be adjustable, insert: “The formula for adjusting the prices and explanatory details are specified in the SCC Clause 15.2.”] |
| ITB 17.1 (c) | **The Bidders shall submit:**  
- Copy of Firm Registration Certificate  
- Copy of Business Registration Certificate  
- Copy of VAT and PAN Registration Certificate,  
- Copy of Tax Clearance Certificate/Tax return submission evidence for the F/Y ………..[insert fiscal year].  
- 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. |
| --- | --- |
| ITB 19.2 | **A Manufacturer’s Authorization letter is not required.** or  
**A Manufacturer’s Authorization letter is required for all the items listed in Section V Schedule of Requirements**  
or  
**A Manufacturer’s Authorization letter is only required for the following items:**  
(i)  
(ii)  
*(Note: Delete as appropriate)* |
| ITB 19.3 | The Bidder ____[*"is" or "is not"]______ 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 ________[insert 90/120] days. |
## Bid Data Sheet

<p>| ITB 21.1 | <strong>The Bidder shall furnish a bid security</strong>, from commercial bank with a minimum of NRs…………………………………[2 to 3% of approved estimated amount (inclusive of VAT)], which shall be valid for 30 days beyond the validity period of the bid. |
| 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.: ……[insert Account details] at ……..[insert name and address of Bank] and submit the receipt of the deposited amount of cash along with the bid. |
| ITB 22.1 | In addition to the original of the Bid, the number of copy/ies is/are: Insert “Not applicable when additional copies are not required and insert number of copy/ies (i.e., “one” or “two” or “three” etc) when additional copy/ies are required) |</p>
<table>
<thead>
<tr>
<th><strong>ITB 23.1</strong></th>
<th><strong>D. Submission and Opening of Bids</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bidders</strong></td>
<td>(insert “shall” or “shall not”) have the option of submitting their bids electronically.</td>
</tr>
</tbody>
</table>

**ITB 23.1**
If bidders submit their bids electronically, the electronic bidding submission procedures shall be: [insert a description of the electronic bidding submission procedure]

**ITB 24.1**
For bid submission purposes only, the Purchaser’s address is: [insert complete address of the purchaser]

**ITB 24.1**
The deadline for bid submission is:
Date: ________________
Time: ________________

**ITB 24.1**
If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
<table>
<thead>
<tr>
<th>ITB 27.1</th>
<th>The bid opening shall take place at: [insert complete address of the place]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Date: ________________________________</td>
</tr>
<tr>
<td></td>
<td>Time: ________________________________</td>
</tr>
<tr>
<td></td>
<td>Place: ________________________________</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>ITB 27.1</th>
<th>If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be:</th>
</tr>
</thead>
</table>

| E. | Evaluation and Comparison of Bids |
| F. | Award of Contract |

<table>
<thead>
<tr>
<th>ITB 39.1</th>
<th>The maximum percentage by which quantities may be increased is: (“insert” not applicable” when it is not applicable or or insert normally”15”)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The maximum percentage by which quantities may be decreased is: (“insert” not applicable” when it is not applicable or or insert normally”15”)</td>
</tr>
</tbody>
</table>

| ITB 43.3 | No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount up to the value of Nepalese Rupees 20,000,000.00 (twenty million) |

| ITB 43.9 | The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee equal to 0.15% of its bid price. |
This section contains all the criteria that the employer shall use to evaluate bids and qualify Bidders if the bidding was preceded by post-qualification exercise. GoN/DP requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification.

- In determining the evaluation and qualification criteria, the procuring entity should not limit the competition or make onerous (heavy/difficult) criteria.

- The EQC is not a part of the contract document.
Evaluation Criteria (EC) (Goods)

If the procuring entity wants to evaluate the bids taking into account, in addition to the bid price quoted in accordance with ITB 15, one or more of the following factors must specify in this section of the bidding document:

1. **Inland transportation from EXW/port of entry/border point to [name of Project site(s)],** and insurance and incidentals.

2. **Delivery schedule** : Relevant parameters of delivery:
   - (i) Earliest:…………………………………………..
   - (ii) Acceptable:…………………………………………
   - (iii) Final:…………………………………………
   - [Specify relevant parameters, if any required.]

   No credit will be given to deliveries **before the earliest date**, and bids offering delivery after the final date shall be treated as **non responsive**. Within this acceptable period, an adjustment of 0.05 percent of the bid price **per day will be added**, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date”

3. **Reduction in Bid Price for**
   - Deviation in payment schedule: **[enter by application of annual interest rate]**
Evaluation Criteria (EC) (Goods)

4. **Cost of spare parts:** NRs………………………………[in total]

   - Initial year of operation is: 2 years
   - List of items required is annexed to the technical Specifications.

5. **Spare parts and after sales service facilities:**
   - [Minimum service facilities and parts inventories or reference to the Technical Specifications.]

6. **Operating and maintenance costs.**

   - Factors for calculation of the life cycle cost:
   - number of years for life cycle [it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];
   - operating costs [e.g., fuel and/or other input, unit cost, and annual and total operational requirements];
   - maintenance costs [e.g., spare parts—without duplication of spare parts mentioned above in (d) requirements—and/or other inputs]; and
   - rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.

   **Price, however, may not be the only criterion, as there could be other criteria that maybe expressed in monetary terms**
Qualification criteria depends on the type, size, nature and complexity of the procurement.

- Qualification criteria depends on the type, size, nature and complexity of the procurement.
Section -III

Bidder's Eligibility & Qualification

- **Qualification**: the requirements to be met by the bidder to qualify to perform the works or supply the required Goods

- **Eligibility**: the requirements to be met by the bidders to be eligible to participate in the bidding process

- **ELIGIBILITY (PPA/PPR)**:
  - Firm Registration
  - Business Registration
  - VAT and PAN Registration
  - Tax Clearance Certificate or Tax Return Submission Evidence
  - Written Declaration about not being ineligible, no conflict of interest, not being punished for a profession or business related offense.
The purpose of qualification criteria is to inform the bidder how he/she will be qualified to participate in the particular procurement.

- General/Specific experience
- Size of Operation (average annual turnover)
- Contractual Experience (number of contracts completed)
- Technical Experience (years in production and units sold)
- Production Capacity (type, size, and quantity required)
- Financial Position (audited annual financial statements)
- Cash flow Capacity (access to liquid assets)
- Litigation History (current or past litigation)
बोलपत्रदाता वा प्रस्तावदाताको योग्यता

♦ बोलपत्रदाता वा प्रस्तावदाताले पेश गरेको योग्यता सम्बन्धी विवरण तथ्यगत रूपमा भूठा वा सारभूत रूपमा अपूरो भएको पाइएमा सार्वजनिक निकायले कुनै पनि समयमा त्यस्तो बोलपत्रदाता वा प्रस्तावदातालाई अयोग्य ठहराउन सक्छ।

♦ सानातिना खुटी भएको अवस्थामा सम्बन्धित बोलपत्रदाता वा प्रस्तावदातावाट सो सम्बन्धी जानकारी मांग गरी सच्याउन सकिन्छ।

योग्यताको आधार उल्लेख गर्दा कुनै खास वर्गका निर्माण व्यवसायी, आपूर्तिकर्ताले मात्र भाग लिन पाउने वा कुनै खास वर्गका ले भाग लिन नपाउने व्यवस्था गर्नु हुँदैन।
This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid. The forms will generally be:

- **Bid Submission Form (Letter of Bid)**
- **Bidder's Information Form**
- **Joint Venture Information Form**
- **Financial Situation Form**
- **Average annual turnover Form**
- **Financial Resources Form**
- **Pending Litigation Form**
- **Specific Experience Form**
- **Price Schedules for Goods**
- **Bid Security**
- **Manufacturer's Authorization**
WHEREAS ____________________________ who are official manufacturers of ____________________________ having factories at ____________________________ do hereby authorize ____________________________ exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is exclusively to provide the following Goods, manufactured by us ____________________________ and to subsequently negotiate and sign the Contract.

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

Name

In the capacity of:

Signed

Duly authorized to sign the Authorization for and on behalf of __

Date __
Section-V
Schedule of Requirements (Goods)

○ This section provides the information on the *list of goods* and related services, *delivery and completion schedules*, *technical specifications* and *drawings*.

○ The schedule of requirements (SR) shall provide sufficient information to enable bidders to efficiently and accurately prepare bids that are realistic and competitive.

○ The procuring entity shall assign experienced staff to draft the SR in a manner permitting the *widest possible competition*.

○ The SR should be complete, precise and clear.

○ The SR is a part of the contract document and, therefore, the purchaser must prepare the SR and include it as a part of the Bidding Document.
## Schedule of Requirements (Goods)

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. List of Goods and Related Services</strong></td>
<td>Briefly describe and specify the quantities of each of the goods and related services that the purchaser requires the bidder to include in its bid Lots (Single-More than one-All) Lots shall not be further sub-divided for the purpose of bidding If the Goods and Related Services are grouped in lots, the Purchaser must state here whether Bidders are permitted to submit Bids for individual lots or not. For example: [Alternative 1. Insert: “The Goods and Related Services are grouped in lots. Bids on individual lots are not permitted. Only Bids for all of the lots will be accepted.”] [Alternative 2. Insert: “The Goods and Related Services are grouped in lots. Bidders shall have the option of submitting Bids for one, any combination, or all of the lots. Lots shall not be further sub-divided for the purpose of bidding.”]</td>
</tr>
</tbody>
</table>
## Schedule of Requirements (Goods)

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2. Delivery and Completion Schedule</strong></td>
<td>Delivery Terms (Inco-terms)</td>
</tr>
<tr>
<td></td>
<td>Delivery date and Required quantity</td>
</tr>
<tr>
<td></td>
<td>[The delivery period shall start as of: [Insert: either “the date of the Notice of Award.”, or “the date of signing the contract”, or “the date of opening the letter of credit”, or “the date of confirmation of the letter of credit”]]</td>
</tr>
<tr>
<td></td>
<td>[Prepare Delivery and Completion Schedule for each Lot/Slice/Package]</td>
</tr>
<tr>
<td><strong>3. Technical Specification</strong></td>
<td>The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract.</td>
</tr>
<tr>
<td><strong>4. Drawings</strong></td>
<td>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.</td>
</tr>
</tbody>
</table>
Section-VI

General Conditions of Contract

Purpose
To define general procedures for proper contract management through defined rights and obligations of the parties to the contract.

Contents
Standard clauses to remain unchanged and to be used without modifying their text.

This Section of the Bidding Documents provides:
• Information on Matters governing the performance of the Contractor
• Payments under the Contract
• Matters affecting the risks, rights, and obligations of the parties
Contents of General Conditions of Contract

1. General
   Definitions, Interpretation, Language and law, Project manager’s decisions, Delegation, Communications, Subcontracting, Other contractors, Personnel and equipment, Employer’s and contractor’s risks, Employer’s risks, Contractor’s risks, Insurance, Site investigation reports, Contractor to construct the works, The works to be completed within completion date, Approval by the project manager, Safety, Discoveries, Possession of the site, Access to the site, Instructions, inspections and audits, Dispute settlements, Appointment of the adjudicator/ DRC members, Procedures for disputes

2. Time control
   Program, Extension of the intended completion date, Accelerations, Delays ordered by the project manager, Management meetings, Early warnings

3. Quality control
   Identifying defects, Tests, Correction of defects, Uncorrected defects
4. Cost control
Contract price, Change in the contract price, Variations, Cash flow forecasts, Payment certificates, Payments, Compensation events, Tax, Currency, Price adjustment, Retention, Liquidated damages, Bonus, Advance payment, Securities, Day works, Cost of repairs

5. Finishing the contract
Completion, Taking over, Final account, Operating and maintenance manuals, Termination, Fraud and corruptions, Blacklisting, Instructions, Inspections and audits, Payment upon termination, Property, Release from performance
Section-VII
Special Conditions of Contract

- This Section contains provisions which are specific to each contract and which modify or supplement the General Conditions of Contract (GCC).

- Whenever there is a conflict, the provisions of SCC shall prevail over those in the GCC.

- If provisions in CoC are not relevant to the Contract, those should be marked “NA” (Not applicable).

- If provisions in CoC are not sufficient to describe the contract specific information, those clauses may be modified or some new provisions may be added, as needed.

- Special Conditions of Contract to be filled by the Employer before issuance of Bidding documents

- Special conditions of contract includes clauses specific to each procurement that modify or supplement General conditions of contracts.
The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| GCC 1.1(i) | The Purchaser’s country is: [insert name of Country] |
|GCC 1.1(j) | The Purchaser is: [insert complete name of the Purchaser] |
|GCC 1.1 (p) | The Site is: [insert name and detailed information on the location of the site] |
|GCC 4.2 (b) | The version of Incoterms shall be: [indicate version of Incoterms] |
|GCC 5.1 | The language shall be: [insert Nepali or English] |
Section VII. Special Conditions of Contract

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

| GCC 7.1 | For notices, the Purchaser’s address shall be: [insert full name and address of Purchaser including telephone number, facsimile number and electronic mail address (if applicable)]

Name and Address of the Purchaser:
- Telephone number:
- Facsimile number:
- e-mail Address:

For notices, the Suppliers’s address shall be: [insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]

Name and Address of the Supplier:
- Telephone number:
- Facsimile number:
- e-mail Address:
The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### GCC 10.1

The Scope of Supply shall be defined in: [insert “Section V, Schedule of Requirements” or indicate where the Scope of Supply shall be defined. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section V, Schedule of Requirements included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.]

### 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:

- a) Copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;
- b) Copy of packing list identifying the contents of each package;
- c) Delivery note, railway receipt, or truck receipt;
- d) Manufacturer’s or Supplier’s warranty certificate;
- e) Certificate of origin; and
- f) Inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report;

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.

[Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]
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.

<table>
<thead>
<tr>
<th>GCC 15.1</th>
<th>The terms of payment to be made to the Supplier under the contract shall be as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. The payment shall be made:</td>
</tr>
<tr>
<td></td>
<td>(a) through an irrevocable confirmed letter of credit opened in favour of the Supplier or</td>
</tr>
<tr>
<td></td>
<td>(b) through accounts division/unit of the Purchaser or</td>
</tr>
<tr>
<td></td>
<td>(c) Through the District Treasury Controller Office.</td>
</tr>
<tr>
<td></td>
<td>[Delete those not appropriate]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GCC 15.1</th>
<th>Payments shall be made in Nepalese Rupees in the following manner:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sample provisions:</td>
</tr>
<tr>
<td></td>
<td>Advance Payment: ....[Usually twenty (20)] percent of the contract price shall be paid within thirty (30) days of signing of the contract, and upon submission of request for advance and a bank guarantee from &quot;A&quot; class commercial bank for equivalent amount valid until the goods are delivered and accepted and in the form provided in the Bidding Document.</td>
</tr>
<tr>
<td></td>
<td>On Delivery and acceptance: ....[Usually eighty (80)] percent of the Contract Price of the Goods delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of a claim supported by the documents specified in GCC 11.1 or On Delivery [Usually eighty (80)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of a claim supported by the documents specified in GCC 11.1 (a to e) On acceptance: ....[Usually eighty (20)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days upon submission of claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s</td>
</tr>
</tbody>
</table>
The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| GCC 17.1 | The Supplier shall provide a Performance Security of five (5) percent of the Contract Price. The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of ..........[insert the period of validity of performance security] |
| GCC 17.3 | The types of acceptable Performance Securities are: A bank guarantee issued by "A" class commercial bank located in or reputable bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by "A" class commercial Bank in . |
The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| GCC 17.4 | Discharge of the Performance Security shall take place: \[\text{insert (a) in accordance with GCC Sub-Clause 17.4; or (b) indicate how the Performance Security shall be discharged}\]  
|          | [For example insert: “Pursuant to GCC Sub-Clause 17.4, after delivery and acceptance of the Goods, the performance security shall be reduced to (specify percentage figure, i.e. 3) percent of the Contract to cover the Supplier’s warranty obligations in accordance with GCC Clause 27.3.”] |
| 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: |
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.

<table>
<thead>
<tr>
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</thead>
<tbody>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>[Insert any other additional marking]</td>
<td></td>
</tr>
</tbody>
</table>

Upright markings, where appropriate, shall be placed on all four vertical sides of the package.

All materials used for packing shall be environmentally neutral.

[Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]

| GCC 23.1 | The insurance coverage shall be in an amount equal to 110 percent of the EXW price of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks, riots and/or Strikes. |
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.

<table>
<thead>
<tr>
<th>GCC 24.1</th>
<th>Obligations for transportation of the Goods shall be in accordance with:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[indicate whether the responsibility for transportation shall be in accordance with Incotems or other trade terms, such as “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.]</td>
</tr>
</tbody>
</table>
The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| GCC 25.2 | Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places:

[Depending on the type of Goods to be procured, there may be a need to provide for special inspections and/or tests to be carried out. In particular, this will be the case when the Goods are designed specifically for the purpose of the Project in question or where due to the nature of the Goods, there is a need to ensure compliance with certain technical specifications and requirements at an early stage. If there is a need for such special inspections and/or tests, the SSC should mention specific testing methods and the timing or milestones and places where the tests and/or inspections are to be carried out. For example insert for each test:

Goods: ___________________________________________________

Type of Test: ______________________________________________

Time or Milestone: _________________________________________

Place: ____________________________________________________

Address: __________________________________________________

Country: __________________________________________________
Section VII. Special Conditions of Contract

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

| GCC 26.1 | The applicable rate of liquidated damages shall be: [insert rate, i.e. 0.05 percent of the Contract Price per day.] |
| GCC 26.1 | The maximum amount of liquidated damages shall be: ten (10) percent of the Contract Price. |
| GCC 27.3 | The period of validity of the Warranty shall be: [insert the period of validity of the warranty] |

For the purposes of the Warranty, the place of final destination shall be:

<p>| GCC 27.5 | The Supplier shall correct any defects covered by the Warranty within: [insert period, i.e. number of days which should not be more than half of the Contract period] of being notified by the Purchaser of the occurrence of such defects |</p>
<table>
<thead>
<tr>
<th>List of Contract forms</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Letter of Intent</td>
<td>The issuance of Letter of intent is the information of the selection of the bid of the successful bidder by the purchaser and for providing information to other unsuccessful bidders who participated in the bid.</td>
</tr>
<tr>
<td>2. Letter of Acceptance</td>
<td>Information to come and sign the formal contract agreement within 15 days, as per the condition of contract.</td>
</tr>
</tbody>
</table>
| 3. Agreement Form      | a. The purchaser's notification  
b. The Bid submission Form and price schedules submitted by the supplier  
c. the special condition of contract  
d. the general condition of contract  
e. the schedule of requirements  
f. if any other documents required |
| 4. Performance Security | Sample documents |
| 5. Advanced Payment Security | Sample documents |
The Bidding Documents Should be;

- Clearly understandable,
- Specific,
- Complete,
- Correct, and
- Unambiguous. (Clear-cut

In case of ambiguities each party will try to interpret the words in his favor.

Meaning of sentences or words in a document are to be understood as how a reader understands and not what is understood or meant by the entity.
THANKS

Contact: Shanker Shrestha, Director, PPMO
Email: shresthashanker61@yahoo.com
Mobile: 9841315346