SEALED QUOTATION DOCUMENT

Procurement of Goods Sealed Quotation

Stationery and office supplies supply work

Issued by: Province Assembly Secretariat Sudurpashchim Province Kailali

Sealed Quotation Number

PAS/GOODS/SQ/2082/083-01

Issued On

01-08-2025

Table of Contents

ection I. Invitation for Sealed Quotation
ection II. Instructions to Bidders
ection III. Bid data shhet
ection IV. Quotation form and price Schedule
ection V. Schedule of requirements
ection VI. General Conditions of contract
ection VII.Special Conditions of contract
ection VIII.Contract form

Abbreviations

BDBidding Document
BDF Bidding Forms
BDS Bid Data Sheet
Bill of Quantities
COF Contract Forms
DP
ELIEligibility
EEC Evaluation and Eligibility Criteria
GCC
GoN ¹ Government of Nepal
CC International Chamber of Commerce
FB Invitation for Bids
TB Instructions to Bidders
V
V
NCB
NCB
PAN
NCB

 $^{\rm 1}$ "GoN" word indicates all public entities according to Public Procurement Act, 2063

Section - I Invitation for Sealed Quotation

Invitation for Sealed Quotation

Name of the Office: Province Assembly Secretariat

Address of the Office: Sudurpashchim Province Kailali

Invitation for Sealed Quotation for the procurement of Stationery and office supplies supply work

Sealed Quotation No: PAS/GOODS/SQ/2082/083-01

Date of Publication: 01-08-2025

1. The Province Assembly Secretariat invites sealed quotations from registered Suppliers for the Stationery and office supplies supply work.

2. Eligible eligible Suppliers may obtain further information and inspect the Sealed quotation Forms at the office of Sudurpashchim Province Kailali, 091522489, , pradeshsabha7@gmail.com.

[may visit PPMO website www.bolpatra.gov.np.]

- 3. If hard copy is allowed then a complete then a complete set of Bidding Documents may be purchased from the office Province Assembly Secretariat Sudurpashchim Province Kailali and the officeProvince Assembly Secretariat Sudurpashchim Province Kailali 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 NRs.1000.0 till 17-08-2025 12:00 during office hours.
- 4. Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP i.e www.bopatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit the cost of bidding document in the following account

i. Name of the Bank :Rastriya Banijya Bank Ltd. ii. Name of Office :Province Assembly Secretariat

iii. Office Code no :2020077017 iv. Office Account No :1000200010000

v. Rajaswa (revenue) Shirshak No :14229

- 5. Sealed bids must be submitted to the office Province Assembly Secretariat Sudurpashchim Province Kailali by hand or through e-GP system i.e www.bopatra.gov.np/egp on or before 17-08-2025 12:00. 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 17-08-2025 14:00 at the office of Province Assembly Secretariat

Sudurpashchim Province

Dhangadhi, Kailali

Kailali

Sudoor Pachism Province

Nepal.

Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of 45000, which shall be valid for 30 days beyond the validity period of the bid (i.e. [Refer Clause ITB 20.1]). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No.[4170100202030000] at [Rastriya Banijya Bank Ltd., dhangadhi, Kailali, Sudurpashchim Province] and submit the receipt of the deposited amount of cash along with the Sealed Quotation.

- 7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission
- 8. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.

Section - II

Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for Interested Suppliers to prepare responsive bids, in accordance with the requirements of the Purchaser. It should also give information on bid submission, opening and evaluation, and award of Contract. These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

Section II Instructions to Bidder

- 1. Scope of Works
- 1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
- 2. Eligible Bidder
- 2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.

Sl. No.	Criteria Title
1	Up to date Firm/Company Registration Certificate
2	VAT and PAN Registration Certificates
3	Tax Clearance Certificate
4	Other documents as needed

- 2.2 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.
- One Quotation per Bidder
- 3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
- Cost of Bidding
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotation and the Purchaser shall in no case be liable for those costs.
- 5. Site Visit
- 5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.
- 6. Content of Quotation Form
- 6.1 The Quotation Form comprise the documents listed below:
 - 1. Section I: Invitation for Sealed Quotation (SQ)
 - 2. Section II: Instructions to Bidders
 - 3. Section III: Bid Data Sheet
 - 4. Section IV Quotation Forms and Price Schedule
 - 5. Section V: Schedule of Requirements
 - 6. Section VI: General Conditions of Contract (GCC)
 - 7. Section VII: Special Conditions of Contract
 - 8. Section VIII: Contract Form
- 7. Clarification
- 7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
- 8. Language of Quotation
- 8.1 All documents relating to the Quotation shall be in English or in Nepali.
- 9. Documents Comprising Quotation
- 9.1 The Quotation by the Bidder shall comprise the following:
 - a. Quotation Form and Price Schedules
 - b. Bid Security
 - c. Schedule of Requirements
- Quotation Prices
- 10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract.
- 10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 10.3 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
- 11. Quotation Validity
- 11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- 12. Quotation/Bid Security
- 12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security as specified in the BDS. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. 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-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive.
- 12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;
- (b) a cash deposit voucher in the Purchaser's Account as specified in the BDS In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (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 original validity period of the bid
- 12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, 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.
- 12.4 The Bid security shall be forfeited if:
- (a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline.
 - (b) a Bidder changes the prices or substance of the Sealed Quotation while providing information;
 - (c) a Bidder involves in fraud and corruption pursuant to clause 26;
 - (d) the successful Bidder fails to:
 - (i) furnish a performance security in accordance with clause 25;
 - (ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or
 - (iii) accept the correction of arithmetical errors pursuant to clause 19.1
 - (iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's
- 13. Format and Signing of Quotations
- 13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.
- 14. Sealing and Marking of Quotations
- 14.1 Bidders may submit their bids by manually or by electronically. When so specified in the BDS. Procedures for submission, sealing and marking are as follows:

Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed quotation.

- 14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
- 15. Deadline for Submission of Quotations
- 15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
- 16. Late Quotation
- 16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
- 17. Modification And Withdrawal
- 17.1 Sealed Quotations once submitted shall not be withdrawn or modified.
- 18. Bid Opening
- 18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS
- 18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
- 19. Process to be Confidential
- 19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
- 20. Examination of Quotations
- 20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation
- (a) meets the eligibility criteria defined in Clause 2;
- (b) has been properly signed by the authorized person;
- (c) is accompanied by the required securities; and
- (d) is substantially responsive to the requirements of the Bidding documents.

- 21. Evaluation and Comparison of Quotations
- 21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:
- (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected.
- (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.
- 21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.
- 21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
- 22. Award of Contract
- 22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.
- 22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
- 23. Purchaser's Right to Accept or Reject
- 23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
- 24. Notification of Award and Signing of Agreement
- 24.1The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.
- 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.
- 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and , upon which the Contract shall then be awarded to the next successive successful Bidder.
- 25. Performance Security
- 25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser.
- i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.
- ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:

 Performance Security Amount =

[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.

The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.

26. Corrupt or Fraudulent Practices

26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.

26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.

27. Conduct of Bidders

- 27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.
- 27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:
 - a) give or propose improper inducement directly or indirectly,
 - b) distortion or misrepresentation of facts
 - c) engaging or being involved in corrupt or fraudulent practice
 - d) interference in participation of other prospective bidders.
- e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..
- 27.3 contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

28. Blacklisting Bidder

- 28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:
 - a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,
- b) if it is proved later that the bidder/Supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
- e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.,
- 28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.

29. Publication of contract award notice

- 29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office, Such notice shall also be posted in its website and PPMO's website.
 - a. Name of the procurement,
 - b. IFB number,
 - c. date and name of newspaper published the IFB notice,
 - d. name of the successful Bidder, and the contract price.
- 29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.

30. Provision of PPA and PPR

30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

	Section III Bid Data Sheet				
ITB 1	The scope of Supply is: The number of the Invitation for Sealed Quotation (SQ) is: PAS/GOODS/SQ/2082/083-01The Purchaser is: Province Assembly Secretariat The Name of the Project is: Stationery and office supplies supply work				
ITB 10	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of NRs.45000, which shall be valid for 30 days beyond the validity period of the bid.				
ITB 10(a)	Cash Deposit Account for Bid Security: Bank Name:Rastriya Banijya Bank Ltd. Bank Address:dhangadhi, Kailali, Sudurpashchim Province Account holder's Name:Sudurpashchim province Treasury Comptroller Office Account Number:4170100202030000				
ITB 14.1	Bidders shall have the option of submitting their bids electronically. Bidders shall follow the electronic bid submission procedures specified below: 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. ii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the BDS or may download the from e-GP system. iii. The registered bidders need to maintain their profile data required during preparation of bids. iv. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IFO. In addition, electronic scanned copy (pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the bid. v. The bidder along with the bid. v. The bidder along with the bid. v. The bidder and prepare the their bids using data and documents maintained in bidder's profile and forms/format provided in Sealed Quotation Document by Purchaser. The bidder may submit bids as a single entity or as a joint venture network the bidder submitting bid in joint venture shall have to upload joint venture agreement along with partners) Bolpatra ID provided during bidder's registration. vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their bids. vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation. The required forms and documents shall be part of technical bids: 1. Letter of Quotation (Mandatory) 2. Quotation (Mandatory) 3. Company registration (Mandatory) 4. VAI registration (Mandatory) 5. Tax clearances certificate or evidence of tax return submission for the F/Y (Mandatory) 6. Power of Attorney of Bid signatory (Mandatory) 7. Completed Price Schedule (Mandatory) 8. Bank				
ITB 15	The deadline for Sealed Quotation submission is:17-08-2025 12:00 Address:Sudurpashchim Province Kailali				

ITB 18

The Sealed Quotation opening shall take place at:

Address : Province Assembly Secretariat

Sudurpashchim Province

Dhangadhi, Kailali

Kailali

Sudoor Pachism Province

Nepal

Date and Time:17-08-2025 14:00

a) e-GP system allows to download the Sealed Quotation response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.

b)The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders' representatives who choose to attend

Section - IV Sample Forms

1. Quotation and Price Schedules

		Date:				
To: [name and address of the	ne Purchaser]					
Gentlemen and/or Ladies:						
of goods and services] in con	nformity with the said SQ	nents, we the undersigned, offer to supply and deliver <i>[description</i> Q documents for the sum of <i>[total SQ amount in words and figures]</i> nce with the Schedule of Prices attached herewith and made part of				
We undertake, if our SQ is Schedule of Requirements.	accepted, to deliver the	e goods in accordance with the delivery schedule specified in the				
	If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.					
We agree to abide by this SQ and may be accepted at any		from the date fixed for SQ opening it shall remain binding upon us on of that period.				
Until a formal Contract is protification of award, shall contract is protected as a contract is provided as a contract is		this SQ, together with your written acceptance thereof and your tract between us.				
We understand that you are	not bound to accept the l	lowest or any SQ you may receive.				
Dated this	day of	20				
[signature]		[in the capacity of]				
Duly authorized to sign SQ:	for and on behalf of					

2. Bidder's Information Form

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

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4	Bidder's Year of Registration:	
5	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information:Name:	
	Address: Telephone/Fax numbers:	
	Email Address:	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	Attached are copies of the following original documents. 1. Firm Registration Certificate 2. Authorization to represent the firm	

3. Price Schedule for Goods

Name	Name of Bidder Contract Identification Number					
Item	Description 2	Country of Origin	Quantity 4	Unit Price¹ EXW (in NRs) In Figure In Words 5		Total Price (in NRs) (cols. 4x5) 4x5=6
1					5	1110-0
					Total	
					VAT	
					Grand Total	
	-			_		ination and insurance cost
	[If there are more	than one lot/s	lice/packag	e, prepare Pri	ce Schedule form for ea	ch lot/slice/package]
Nan	ne					
In th	ne capacity of					
Sign	ned					
				and on behalf of	f	
Date	2:					

¹ The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

4. Bid Security

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

(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: name and address of Employer
Date:
Bid Security No.:
Sid Seedi it y 110.
We have been informed that
Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.
At the request of the Bidder, we name of Bankhereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount ofamount in figures(.
(a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
(c) having been notified of the acceptance of its Bid by the Employer 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.
(d) is involved in fraud and corruption in accordance with the ITB
This guarantee will remain in force up to and including the datenumberdays after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not letter than the above 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, ICC Publication No. 758.
Bank's seal and authorized signature(s)
Note:
The bid security of has been counter guaranteed by the Bankon

Schedule of Requirement

1. List of Goods and Related Services

1 Retail trade services

1.1 Retail trade services of office items

Procument Item Details						
SL. No	Item Description	Unit of Measurement	Quantity			
1	Photocopy paper A4 80GSM Double A or similar	Rim	275.0			
2	Photocopy paper A4 70GSM Double A or similar	Rim	210.0			
3	Kala Hit 625 ml	Bottle	250.0			
4	Bathroom Cleaner 1 Liter	Bottle	50.0			
5	Paper cutter	Pcs	36.0			
6	Scissors SL 1160	Pcs	60.0			
7	Clip board	Pcs	48.0			
8	Table pen	Pcs	60.0			
9	Toilet paper	Roll	50.0			
10	National flag 8ft	Pcs	12.0			
11	National flag 6 feet	Pcs	18.0			
12	National flag 4ft	Pcs	24.0			
13	Room Spray 245 ml	Bottle	350.0			
14	Pilot Pen Bx-v5(0.5)	Pcs	700.0			
15	ring file	Pcs	96.0			
16	index file	Pcs	84.0			
17	Lock 60 mm	Pcs	48.0			
18	Harpic 500 ml	Bottle	500.0			
19	Phenyl 500 ml	Bottle	500.0			
20	Handwash 200 ml	Bottle	200.0			
21	Glustick 36 g	Pcs	84.0			
22	Record file of Nepali paper	Pcs	1000.0			
23	Napkin paper 100 pulls two ply Passion or similar	Packet	800.0			
24	Colin	Bottle	150.0			
25	Dotpen Unomax ultron Neo 2x or similar	Pcs	2000.0			
26	Calculator 12 digits	Pcs	24.0			
27	Amariso broom	Pcs	150.0			
28	straight broom	Pcs	300.0			
29	Nepali paper A4 100pcs	Packet	100.0			
30	Kharuwa Register 3 No (196 Pages)	Pcs	12.0			
31	Kharuwa Register 4 No (284 Pages)	Pcs	12.0			
32	Kharuwa Register No. 5 (356 pages)	Pcs	12.0			

	Procument Item Details					
SL. No	Item Description	Unit of Measurement	Quantity			
33	Kharuwa Register 6 No (424 Pages)	Pcs	12.0			
34	Punching machine DP 500	Pes	36.0			
35	Punching machine DP 800	Pcs	12.0			
36	Toilet brush double	Pcs	250.0			
37	Mop 8" steel	Pcs	150.0			
38	Battery AA	Pcs	960.0			
39	Battery AAA	Pcs	1200.0			
40	Table Flag 9"	Pcs	48.0			
41	Stapler pin no 10	Packet	200.0			
42	Stapler Pin 26/6	Packet	200.0			
43	Stapler Pin 24/6	Packet	200.0			
44	Stapler pin 23/13	Packet	150.0			
45	Stapler Machine No. 10	Pcs	50.0			
46	Stapler Machine HD 45	Pcs	36.0			
47	Stapler Machine HP 45	Pcs	24.0			
48	Stamp pad	Pcs	12.0			
49	tipex	Packet	6.0			
50	Plastic coated envelope file size	Pcs	100.0			
51	Plastic Coated Envelope 9*4	Pcs	2000.0			
52	Plastic Coated Envelope A4	Pcs	200.0			
53	Color paper A4	Packet	24.0			
54	Marker pen board	Packet	24.0			
55	Gel pens are good	Pcs	250.0			
56	Highlighter on both sides	Packet	48.0			
57	Spoiler Diary A5	Pcs	500.0			
58	Wooden pen holder	Pcs	48.0			
59	Table bell	Pcs	84.0			
60	Registration Register 2 no	Pcs	12.0			
61	Chalani Register 2 no	Pcs	12.0			
62	Register 2 No (64 Pages)	Pcs	60.0			
63	Register 3 No (96 Pages)	Pcs	60.0			
64	Register 4 No (128 Pages)	Pcs	60.0			
65	Register 5 No (160 Pages)	Pcs	60.0			
66	Register 6 No (192 Pages)	Pcs	60.0			
67	Pen Drive 128 GB 3.2GEN	Pcs	24.0			
68	Pen Drive 64 GB 3.2GEN	Pcs	24.0			
69	Pen Drive 32 GB 3.2GEN	Pcs	35.0			
70	Bathroom Freshener 10G 1*6pcs AER or similar	Packet	150.0			

	Procument Item Details					
SL. No	Item Description	Unit of Measurement	Quantity			
71	scale 30"	Pcs	36.0			
72	Binding Tape 2"	Pcs	120.0			
73	Paper weight	Pcs	36.0			
74	file tray	Pcs	24.0			
75	wall clock	Pcs	24.0			
76	Plastic coated foil	Pcs	300.0			
77	Winding clip 32mm	Packet	48.0			
78	Winding clip 25mm	Packet	48.0			
79	Transparency paper A4	Packet	30.0			
80	Box file	Pcs	24.0			
81	Push pin	Packet	200.0			
82	Mesh brush	Pcs	60.0			
83	CD marker	Pcs	48.0			
84	Door bell	Pcs	84.0			
85	Khada Dhaka	Pcs	1000.0			

2. Delivery and Completion Schedule

1 R	1 Retail trade services							
1.1	1.1 Retail trade services of office items							
SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date			
1	Photocopy paper A4 80GSM Double A or similar	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				
2	Photocopy paper A4 70GSM Double A or similar	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				
3	Kala Hit 625 ml	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				
4	Bathroom Cleaner 1 Liter	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				
5	Paper cutter	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				
6	Scissors SL 1160	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				
7	Clip board	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				
8	Table pen	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				
9	Toilet paper	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				
10	National flag 8ft	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20				

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
11	National flag 6 feet	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
12	National flag 4ft	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
13	Room Spray 245 ml	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
14	Pilot Pen Bx-v5(0.5)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
15	ring file	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
16	index file	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
17	Lock 60 mm	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
18	Harpic 500 ml	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
19	Phenyl 500 ml	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
20	Handwash 200 ml	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
21	Glustick 36 g	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
22	Record file of Nepali paper	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
23	Napkin paper 100 pulls two ply Passion or similar	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
24	Colin	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
25	Dotpen Unomax ultron Neo 2x or similar	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
26	Calculator 12 digits	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
27	Amariso broom	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
28	straight broom	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
29	Nepali paper A4 100pcs	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
30	Kharuwa Register 3 No (196 Pages)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
31	Kharuwa Register 4 No (284 Pages)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
32	Kharuwa Register No. 5 (356 pages)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
33	Kharuwa Register 6 No (424 Pages)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
34	Punching machine DP 500	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
35	Punching machine DP 800	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
36	Toilet brush double	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
37	Mop 8" steel	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
38	Battery AA	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
39	Battery AAA	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
40	Table Flag 9"	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
41	Stapler pin no 10	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
42	Stapler Pin 26/6	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
43	Stapler Pin 24/6	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
44	Stapler pin 23/13	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
45	Stapler Machine No. 10	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
46	Stapler Machine HD 45	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
47	Stapler Machine HP 45	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
48	Stamp pad	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
49	tipex	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
50	Plastic coated envelope file size	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
51	Plastic Coated Envelope 9*4	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
52	Plastic Coated Envelope A4	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
53	Color paper A4	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
54	Marker pen board	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
55	Gel pens are good	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
56	Highlighter on both sides	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
57	Spoiler Diary A5	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
58	Wooden pen holder	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
59	Table bell	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
60	Registration Register 2 no	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
61	Chalani Register 2 no	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
62	Register 2 No (64 Pages)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
63	Register 3 No (96 Pages)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
64	Register 4 No (128 Pages)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	

SL.	David CO 1	Find Dodge	Earliest Delivery	Acceptable	Bidder's offered
No	Description of Goods	Final Destination	Date	Delivery Date	Delivery date
65	Register 5 No (160 Pages)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
66	Register 6 No (192 Pages)	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
67	Pen Drive 128 GB 3.2GEN	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
68	Pen Drive 64 GB 3.2GEN	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
69	Pen Drive 32 GB 3.2GEN	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
70	Bathroom Freshener 10G 1*6pcs AER or similar	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
71	scale 30"	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
72	Binding Tape 2"	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
73	Paper weight	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
74	file tray	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
75	wall clock	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
76	Plastic coated foil	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
77	Winding clip 32mm	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
78	Winding clip 25mm	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
79	Transparency paper A4	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
80	Box file	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
81	Push pin	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
82	Mesh brush	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
83	CD marker	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
84	Door bell	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	
85	Khada Dhaka	Sudurpashchim Province Assembly, Dhangadhi	2082-06-01	2083-03-20	

Technical Specifications

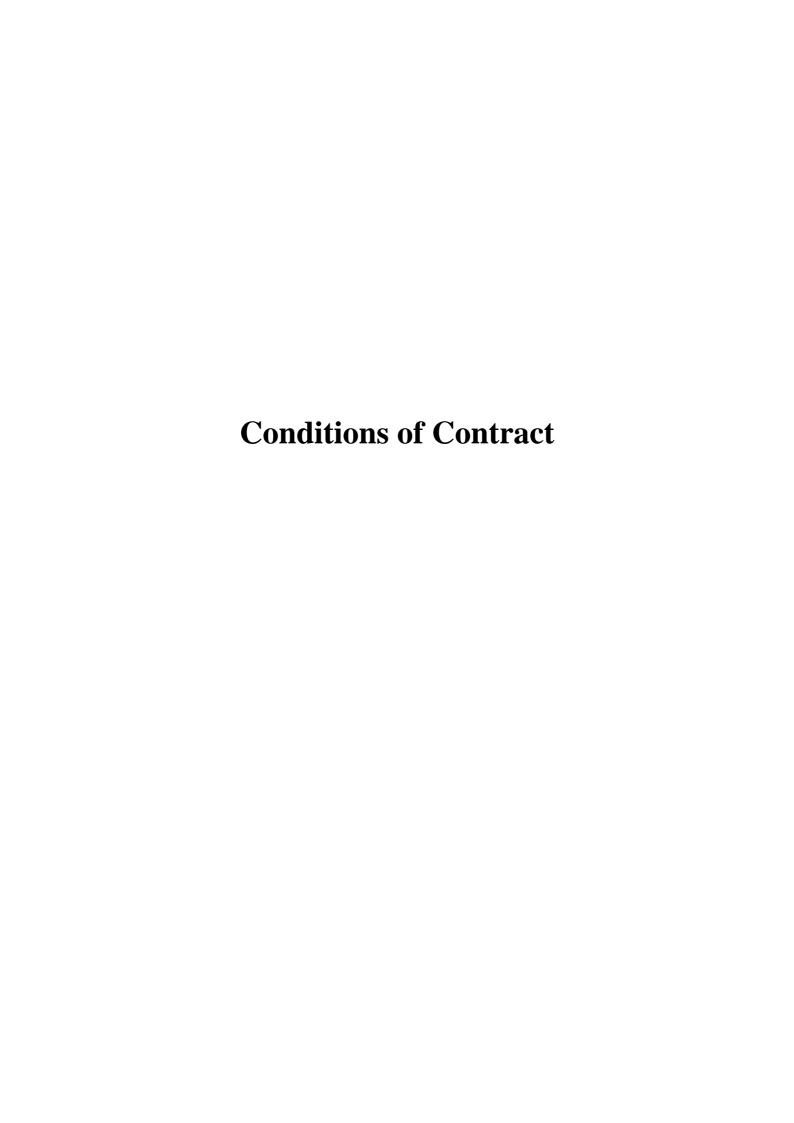
4	D 4	• •	4			•	
	Ret	วน	trac	10	SPI	rvi	CPC

1.1 Retail trade services of office items

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	Photocopy paper A4 80GSM Double A or similar	A4	80GSM Double A or similar	
2	Photocopy paper A4 70GSM Double A or similar	A4	70GSM Double A or similar	
3	Kala Hit 625 ml	NA	625 ml	
4	Bathroom Cleaner 1 Liter	NA	1 Liter	
5	Paper cutter	NA	NA	
6	Scissors SL 1160	NA	SL 1160	
7	Clip board	NA	NA	
8	Table pen	NA	NA	
9	Toilet paper	NA	NA	
10	National flag 8ft	NA	8ft	
11	National flag 6 feet	NA	6ft	
12	National flag 4ft	NA	4ft	
13	Room Spray 245 ml	NA	245 ml	
14	Pilot Pen Bx-v5(0.5)	NA	Bx-v5(0.5)	
15	ring file	NA	NA	
16	index file	NA	NA	
17	Lock 60 mm	NA	60 mm	
18	Harpic 500 ml	NA	500 ml	
19	Phenyl 500 ml	NA	500 ml	
20	Handwash 200 ml	NA	200 ml	
21	Glustick 36 g	NA	36 g	
22	Record file of Nepali paper	NA	NA	
23	Napkin paper 100 pulls two ply Passion or similar	NA	100 pulls two ply Passion or similar	
24	Colin	NA	NA	
25	Dotpen Unomax ultron Neo 2x or similar	NA	Unomax ultron Neo 2x or similar	
26	Calculator 12 digits	NA	12 digits	
27	Amariso broom	NA	NA	
28	straight broom	NA	NA	
29	Nepali paper A4 100pcs	NA	A4 100pcs	
30	Kharuwa Register 3 No (196 Pages)	NA	3 No (196 Pages)	
31	Kharuwa Register 4 No (284 Pages)	NA	4 No (284 Pages)	
32	Kharuwa Register No. 5 (356 pages)	NA		
33	Kharuwa Register 6 No (424 Pages)	NA	No. 5 (356 pages)	
34	Punching machine DP 500	NA	6 No (424 Pages)	
35	Punching machine DP 800	NA	DP 500	
36	Toilet brush double	NA	DP 800	
37	Mop 8" steel	NA	double	

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
38	Battery AA	NA	8" steel	
39	Battery AAA	NA	AA	
40	Table Flag 9"	NA	AAA	
41	Stapler pin no 10	NA	9"	
42	Stapler Pin 26/6	NA	no 10	
43	Stapler Pin 24/6	NA	26/6	
44	Stapler pin 23/13	NA	24/6	
45	Stapler Machine No. 10	NA	23/13	
46	Stapler Machine HD 45	NA	No. 10	
47	Stapler Machine HP 45	NA		
48	Stamp pad	NA	HD 45	
49	tipex	NA		
50	Plastic coated envelope file size	NA	HP 45	
51	Plastic Coated Envelope 9*4	NA		
52	Plastic Coated Envelope A4	NA	NA	
53	Color paper A4	A4	NA	
54	Marker pen board	NA	file size	
55	Gel pens are good	NA	9*4	
56	Highlighter on both sides	NA	A4	
57	Spoiler Diary A5	NA	A4	
58	Wooden pen holder	NA	board	
59	Table bell	NA	Good Quality	
60	Registration Register 2 no	NA	both sides	
61	Chalani Register 2 no	NA	A5	
62	Register 2 No (64 Pages)	NA	Wooden	
63	Register 3 No (96 Pages)	NA	NA	
64	Register 4 No (128 Pages)	NA	2 no.	
65	Register 5 No (160 Pages)	NA	2 no.	
66	Register 6 No (192 Pages)	NA	2 No (64 Pages)	
67	Pen Drive 128 GB 3.2GEN	NA	3 No (96 Pages)	
68	Pen Drive 64 GB 3.2GEN	NA	4 No (128 Pages)	
69	Pen Drive 32 GB 3.2GEN	NA	5 No (160 Pages)	
70	Bathroom Freshener 10G 1*6pcs AER or similar	NA	6 No (192 Pages)	
71	scale 30"	NA	128 GB 3.2GEN	
72	Binding Tape 2"	NA	64 GB 3.2GEN	
73	Paper weight	NA	32 GB 3.2GEN	
74	file tray	NA	10G 1*6pcs AER or similar	
75	wall clock	NA	30"	

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
76	Plastic coated foil	NA	2"	
77	Winding clip 32mm	NA	NA	
78	Winding clip 25mm	NA	NA	
79	Transparency paper A4	NA	NA	
80	Box file	NA	NA	
81	Push pin	NA	32mm	
82	Mesh brush	NA	25mm	
83	CD marker	NA	A4	
84	Door bell	NA	NA	
85	Khada Dhaka	NA	NA	_



Section VI. General Conditions of Contract

1.	Definitions	1.1	In this contract, the following terms shall be interpreted as indicated:
			a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
			 b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
			 "The Goods" means Equipment and related Accessories and spare- parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;
			d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
			e. "The Purchaser" means the procuring entity purchasing the goods;
			f. "The Supplier" means the organization supplying the goods and services under this contract.
2.	Technical Specification	2.1	The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
3.	Patent Right	3.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.

4.	Performance Security	 4.1 Within seven days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documentsfor the due performance of the Contract in the amounts specified in the SCC. 4.2 Failure of the successful Supplier to comply with the requirement of Subclause 4.1 shall constitute sufficient grounds for the annulment of the award
		and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.
		4.3 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.
		4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month.
		4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.
5.	Inspection and Tests	5.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises
		5.2 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.
6.	Packing	6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.
		6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
		6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.
7.	Delivery of Goods	7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
8.	Insurance	8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

9.	Warranty	9.1	The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
		9.2	Unless otherwise specified in the SCC, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.
		9.3	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
		9.4	Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.
10.	Payment	10.1	Payment shall be made in the Nepalese currency as specified in the SCC
		10.2	Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.
11.	Prices	11.1	Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
12.	Changed Order	12.1	Where the Purchaser desires to make changes in Schedule of Requirement , it shall not exceed more than 15 percent.
13.	Liquidated Damages	13.1	If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
14.	Resolution of Disputes	14.1	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
		14.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
			14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be

	commenced prior to or after delivary of the Goods under the Contract.
	14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).
	14.3 Notwithstanding any reference to arbitration herein,
	a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
	b. the Purchaser shall pay the Supplier any monies due the Supplier.
15. Governing Language	15.1 The Governing Language shall be: Nepali or English
16. Applicable Law	16.1 The applicable law shall be Laws of Nepal.
17. Notices	17.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt
	17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
18. Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
19. Operation, Maintenance and Spare-parts Manuals	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC
20. Conduct of Suppliers	20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN's Procurement Act and Regulations.
	20.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:
	a. give or propose improper inducement directly or indirectly,
	b. distortion or misrepresentation of facts
	c. engaging or being involved in corrupt or fraudulent practice
	d. interference in participation of other prospective bidders.
	e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,

	f.	collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price
	g.	contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
21. Blacklisting Supplier	Pu for	hout prejudice to any right of the Purchaser under this Contract, the GoN, blic Procurement and Monitoring Office (PPMO) may blacklist a Supplier his conduct up to three years on the following grounds and seriousness the act committed by the supplier:
	a.	if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2,
	b.	if the supplier fails to sign an agreement pursuant to ITB Clause 24,
	C.	if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
	d.	if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.
	to	Supplier declared blacklisted and ineligible by the GON shall be ineligible bid for a contract during the period of time determined by PPMO and edit information bureau of Nepal.

Section VII - Special Conditions of Contract (SCC) the Agreement of the items for which the Purchaser's requirements have been inserted, the Bidder sha

following ir		the Agreement on of the items for which the Purchase perfore submitting his Sealed Quotation		n inserted, the Bidder shall complete the	
GCC 1.1.1 (e)	The Purch	naser shall be: Province Assembly Sec	cretariat		
GCC 4.1	be as follo (i) if bid p performan (ii) For the performan (iii) Perfor	ows: orice of the bidder selected for acceptance security amount shall be 5 (five) p	nnce is up to 15 (fifteen) percent of the bid price. acceptance is more than 15 and as follows: ost Estimate – Bid Price) x	The amount of the performance security shall ercent below the approved cost estimate, the (fifteen) percent below of the cost estimate, the $0.5] + 5\%$ of Bid Price.	
GCC 9.1	The warra	anty period shall be : 12			
GCC 10	Controller Payments s On Deliver shall be pa (if applicab acceptance TDS shall	Office shall be made in Nepalese Rupees in try and acceptance: One Hundred (100 id within thirty (30) days of receipt of	the following manner: [1] percent. of the Contract of the Goods and related server. and upon submission of its authorized person/s of and regulations.	Price of the Goods and related services delivered vices (installation and commissioning of goods f Tax Invoice and claim supported by the	
	SL No	Milestone Na	me	Payment Percentage	
	1	Advance payment		0	
	2	Delivery to site		100.0	
GCC 17.1	For notice Attention: Address: Designation	Sudurpashchim Pro			
	Telephone: 091522489 Facsimile Electronic Mail Address:		umber:		
GCC 17.1	For notice Attention: Address:	es, the Suppliers's address shall be:			
	Designation: Telephone: Facsimile Number:				
	Electronic Mail Address:				
	Electronic	e Mail Address:			

Section VIII. Contract Form

1. Letter of Acceptance [on letterhead paper of the Purchaser]

	Date
То:	(name and address of the Contractor)
Subject: Notification of Award	
the contract and identification number, as given in price of Nepalese Rupees [inse	tted for execution of the
	ce to sign the formal contract agreement within 7 are also required to submit Performance Security, arantee in the format included in Section VIII
The Purchaser shall forfeit the bid security, in and to sign the contract within specified period	case you fail to furnish the Performance Security
Authorized Signa	ture:
Name and	Title of Signatory:

2. Contract Agreement

called	"the		20 between [name of Purchaser] (hereinafter Supplier] of [city and country of Supplier] (hereinafter called
of god of	ods ar	nd services] and has accepted a SQ by the S	for certain goods and ancillary services, viz., [brief description Supplier for the supply of those goods and services in the sum ontract price in words and figures] (hereinafter called "the
NOW	THI	S AGREEMENT WITNESSETH AS FOI	LLOWS:
1.		nis Agreement words and expressions shall ne Conditions of Contract referred to.	I have the same meanings as are respectively assigned to them
2.	The viz.	=	o form and be read and construed as part of this Agreement,
	a.	Form of Agreement	
	b.	The Purchaser's Notification of Award	
	c.	The General Conditions of Contract;	
	d.	Special Conditions of Contract	
	e.	Quotation Form and the Price Schedule s	submitted by the Supplier;
	f.	The Schedule of Requirements;	
3.	Sup		by the Purchaser to the Supplier as hereinafter mentioned, the er to provide the goods and services and to remedy defects provisions of the Contract.
4.	serv	rices and the remedying of defects therein,	Supplier in consideration of the provision of the goods and the Contract Price or such other sum as may become payable es and in the manner prescribed by the Contract.
		WITNESS whereof the parties hereto have respective laws the day and year first about	re caused this Agreement to be executed in accordance with ove written.
	On 1	behalf of the Purchaser	On behalf of the Supplier
	Nan	ne:	Name:
	Des	ignation:	Designation:
	Sign	1:	Sign:
	Seal	:	Seal:

3. Performance Security

Date:	
То:	[name and address of the Purchaser]
the notification of	rt complete name of Supplier] (hereinafter "the Supplier") has received award for the execution of [insert identification number and name of after "the Contract").
Supplier shall fur guarantor for the	S it has been stipulated by you in the aforementioned Contract that the nish you with a security [insert type of security] issued by a reputable sum specified therein as security for compliance with the Supplier's gations in accordance with the Contract.
domiciled in [inse	S the undersigned [insert complete name of Guarantor], legally ert complete address of Guarantor], (hereinafter the "Guarantor"), have Supplier a security:
of the Supplier, u figures] and we u to be in default un limits of [insert of	E hereby affirm that we are Guarantors and responsible to you, on behalf p to a total of [insert currency and amount of guarantee in words and indertake to pay you, upon your first written demand declaring the Supplier inder the Contract, without cavil or argument, any sum or sums within the currency and amount of guarantee in words and figures] as aforesaid, ding to prove or to show grounds or reasons for your demand or the sum
This security is va	alid 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 Guarantor	sign the security for and on behalf of: [insert seal and complete name of

Date:

[insert date of signing]

4. Bank Guarantee for Advance Payment

To:	[name of the Purchaser]
	[name of Contract]
Gentlemen and/or Ladies:	
Conditions of Contract to provide for advance payme	in the Contract, which amends Clause 10 of the General ent, [name and address of Supplier] (hereinafter called "the rantee to guarantee its proper and faithful performance under unt of guarantee in figures and words].
guarantee as primary obligator and not as surety mere	d by the Supplier, agree unconditionally and irrevocably to ely, the payment to the Purchaser on its first demand without t its first claim to the Supplier, in the amount not exceeding
there under or of any of the Contract documents which	er modification of the terms of the Contract to be performed n may be made between the Purchaser and the Supplier, shall guarantee, and we hereby waive notice of any such change,
	beyond the period scheduled for repayment of the advance full effect from the date of the advance payment under the of the same amount from the Supplier.
Yours truly,	
Signature and	seal of the Guarantors
[name of bank or financial institution]	
[address]	
[date]	

Abbreviations

BDBidding Document
BDF Bidding Forms
BDS Bid Data Sheet
Bill of Quantities
COF Contract Forms
DP
ELIEligibility
EEC Evaluation and Eligibility Criteria
GCC
GoN ¹ Government of Nepal
CC International Chamber of Commerce
FB Invitation for Bids
TB Instructions to Bidders
V
V
NCB
NCB
PAN
NCB

 $^{\rm 1}$ "GoN" word indicates all public entities according to Public Procurement Act, 2063

Abbreviations

BDBidding Document
BDF Bidding Forms
BDS Bid Data Sheet
Bill of Quantities
COF Contract Forms
DP
ELIEligibility
EEC Evaluation and Eligibility Criteria
GCC
GoN ¹ Government of Nepal
CC International Chamber of Commerce
FB Invitation for Bids
TB Instructions to Bidders
V
V
NCB
NCB
PAN
NCB

 $^{\rm 1}$ "GoN" word indicates all public entities according to Public Procurement Act, 2063