



**Babai Rural Municipality
Office of rural municipal executive
Dang**

**Sealed Quotation
For Supply of Furniture and furnishings**

IFB No.: 04/GOODS/2074/075

SUBMITTED BY:

First Time Issued on: 2074/12/25 (8th April, 2018)

Deadline for bid purchase: 2075/01/09 (22th April, 2018) at Office Hour

Deadline for bid submission: 2075/01/10 (23th April, 2018) at 12:00 PM

Purchaser: Babai rural municipality, Office of the rural municipal executive, Dang.

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Introduction and Instructions

Introduction

1. This Standard Bidding Documents has been prepared by (GON), Public Procurement Monitoring Office (PPMO) for use in the public procurement of goods through Sealed Quotations. This Standard Bidding Document is based on the Public Works Directives (PWD) and it incorporates the provisions of Public Procurement Act and Regulations 2007. Further Instruction to Bidders section has been added to the PWD documents to provide information to the Bidders. This SBD is to be used for procurement of goods up to the value of Rs.2.00 million.
2. This Introduction and Instruction part of the SBD should not be incorporated into the bidding documents of Public Entities (PEs) that may be issued to the Supplier as a part of bid documents. This part is only for the use of Purchaser in order to prepare a proper bidding document.
3. If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.



बबई गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
दाङ

फर्निचर सम्बन्धी सिलबन्दी दरभाउपत्र आह्वानको सूचना
(पहिलो पटक प्रकाशन मिति : २०७४।१।२५ गते)

१. यस कार्यालयका लागि तपशिल बमोजिमका सामानहरु खरिद गर्नुपर्ने भएकोले इच्छुक कम्पनी, फर्म, संस्थाहरुबाट निम्न लिखित शर्तहरुको अधिनमा रही सिलबन्दी दरभाउ पत्र आह्वान गरिएको छ ।

क्र.स.	ठेक्का नं.	सामानको विवरण	संख्या
1.	04/2074/2075	a)Supply delivery of office furniture (office table, computer table, sofa set, book rack, cupboard, office chairs etc)	16 Set
		b) Supply delivery of office furnishing(carpet, curtains, door met etc)	12 Set

२. खरिद गर्ने इच्छुक फर्मले देहाएका कागजातहरु पेस गर्नु पर्ने छ ।

(क) फर्म, संस्था वा कम्पनी दर्ताको प्रमाणपत्रको प्रतिलिपि ।

(ख) व्यवसाय दर्ताको प्रमाणपत्रको प्रतिलिपि ।

(ग) VAT दर्ता, PAN दर्ताको प्रमाणपत्रको प्रतिलिपि ।

(घ) आ.ब. २०७३/२०७४ सम्मको कर चुक्ताको प्रमाणपत्रको प्रतिलिपि ।

३. शिलबन्दी दरभाउपत्र फारम रु.१०००।०० (अक्षरुपी : एक हजार मात्र) फिर्ता नहुने गरी नगदै जम्मा गरेको सक्कल नगदी रसिद वा नेपाल बैंक लिमिटेड घोराहीमा रहेको यस गाउँपालिकाको खाता नं. ०२७०३००००००००४००१०४९ मा जम्मा गरेको भौचर यस कार्यालयबाट यो सुचना प्रथम पटक प्रकाशित भएको मितिले १५ दिन सम्म खरिद गरी १६ औं दिनको १२:०० बजेभित्र दाखिला गरिसक्नु पर्ने छ ।

४. Item Wise दररेट अंक र अक्षर दुवैमा लेखिएको हुनुपर्ने छ । अंक र अक्षरमा फरक परेमा अक्षरमा लेखिएको लाई मान्यता दिइनेछ ।

५. दर्ता भएका शिलबन्दी दरभाउपत्रहरु १६ औं दिनको २ :०० बजे शिलबन्दी दरभाउपत्र पत्रदाता वा निजका प्रतिनिधिहरुको रोहवरमा यस कार्यालयमा खोलिने छ । दरभाउपत्र दाता वा निजका प्रतिनिधि उपस्थित नभए पनि खोल कुनै बाधा पर्ने छैन ।

६. शिलबन्दी दरभाउपत्रको मान्य अवधि दाखिला हुने अन्तिम मितिवाट ७ दिनको हुनेछ । दरभाउपत्रमा जमानत बापत कबुल अंकको २.५ प्रतिशत धरौटी रकम (पछि फिर्ता हुने गरी) यस कार्यालयको नाममा नेपाल बैंक लिमिटेड घोराही दाङमा रहेको धरौटी खाता नं. ०२७०३०००००००३००००१० मा जम्मा गरेको भौचर वा “क”वर्गको कुनै पनि बैंकले यस बबई गाउँपालिकाको कार्यालयका नाममा जारी गरेको विड बन्ड पेश गर्नु पर्नेछ । साथै शिलबन्दी दरभाउपत्र स्वीकृत भएमा कार्य सम्पादन जमानत बापत ५ प्रतिशत रकम वा “क”वर्गको कुनै पनि बैंकले बबई गाउँपालिकाको कार्यालयका नाममा जारी गरेको Performance Bond पेश गर्नु पर्ने छ ।

७. शिलबन्दी दरभाउपत्र स्विकृत गर्ने वा नगर्ने सम्पूर्ण अधिकार यस कार्यालयमा सुरक्षित रहने छ ।

८. यो सुचनामा उल्लेख हुन छुट भएका कुराहरु सार्वजनिक खरिद ऐन २०६३, सार्वजनिक खरिद नियामावली, २०६४ तथा प्रचलित कानून बमोजिम हुनेछ ।

९. विस्तृत जानकारीका लागि यस बबई गाउँपालिकाको कार्यालयमा सम्पर्क गर्न सकिने छ ।

प्रमुख प्रशासकिय अधिकृत

Section II: Evaluation Criteria

Sealed Quotations shall be considered as non responsive, if;

- A. The Sealed Quotation is not submitted in the Sealed Quotation document issued by Office.
- B. The Sealed Quotation is not sealed.
- C. If bidder fails to submit Attested copy of Renewed Firm/Company Registration, Tax Clearance Certificate of 2073/074 or Letter from TAX office of submission of Income/Expenditure Detail to TAX office, copy of VAT/PAN registration firm with Sealed Quotation.
- D. The Sealed Quotation is not submitted with the Bid Form duly filled and signed in the complete document.
- E. The Sealed Quotation is not submitted within the specified date / time for submission of bids.
- F. The Sealed Quotation is not submitted along with the Bid security as specified in Notice.
- G. The Sealed Quotation does not comply with the instructions as specified in the Invitation for Sealed Quotation and Notice published.
- H. Terms of payment and Destination of Delivery of the goods supplied are different from those specified in the Sealed Quotation Document.
- I. All prices quoted are either not firm or conditional or not valid for the period specified in the Sealed Quotation Document.
- J. There is deviation in Technical specification of furniture & furnishings proposed by the bidder from that specified in the technical specifications.

Criteria for bid evaluation shall be on the base of:

1. Technical Specification,
2. CIP site price,
3. Delivery requirement as specified in Schedule of Requirements,

Section III. Instructions to Bidders

1. Scope of Works

The Purchaser stated in the Invitation for Quotation invites bids for the the supply, delivery and installation of the goods and related services as detailed in attached specifications, drawings and the bill of quantities provided herein. .

2. Eligible Bidder

This Invitation for Bids is open to all registered Suppliers with qualifications as described below:

- a) Up to date Firm/Company Registration Certificate
- b) VAT and PAN Registration Certificates
- c) Tax Clearance Certificate
- d) Power of Attorney
- e) Other documents as needed

3. One Bid per Bidder

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.

4. Content of Quotation Form

The Quotation Form comprise the documents listed below:

1. Invitation for Sealed Quotations
2. Instructions to Bidders
3. General Conditions of Contract (GCC)
4. Form of Agreement
5. Sample Forms
6. Schedule of Requirements
7. Technical Specifications

5. Clarification

A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser stated in Invitation for Quotation.

6. Language of Quotation

All documents relating to the Quotation shall be in English or in Nepali.

7. Documents Comprising Quotation

The Quotation by the Bidder shall comprise the following:

- a. Quotation and Price Schedules
- b. Bid Security
- c. Schedule of Requirements
- d. Technical Specifications

8. Quotation Prices

The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract.

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.

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.

9. Quotation Validity

The Quotation shall remain valid for the period of 45 days after opening of the quotation.

The Bidder shall furnish a Security in Nepali Rupees in the amount not less than 2.5 % of the bid amount. The Bid Security shall remain valid for a period of 75 days after opening of the quotation.

10. Quotation Security

The Security shall be in the form of cash voucher deposited in the Bank Account of the Employer specified in the notice for “Invitation for Quotation” or a bank guarantee from a bank acceptable to the Employer.

11. Format and Signing of Quotations

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.

12. Sealing and Marking of Quotations

The Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to the Purchaser specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.

13. Deadline for Submission of Quotations

Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the Invitation for Quotation.

14. Late Quotation

Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.

15. Modification And Withdrawal

Quotations once submitted shall not be withdrawn or modified.

16. Bid Opening

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 Invitation for Quotation..

The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.

17. Process to be Confidential

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.

- Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2;
- 18. Examination of Quotations**
- (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
- 19.1 In evaluating the Quotations, the Purchaser shall determine for each Quotation the evaluated Bid 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:
- 19. Evaluation and Comparison of Quotations**
- a. where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern
- 19.2 If the Bidder does not accept the corrected amount, the Quotation shall be rejected and the Security pursuant to Clause 10 may be forfeited.
- The Purchaser shall decide the award of the contract, within 15 days of the opening of the quotation, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.
- 20. Award of Contract**
- 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.
- 21. Purchaser's Right to Accept or Reject**
- 22.1 The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the award by the Purchaser. Within 7 days of receipt of the notification, the successful Bidder shall deliver the Performance Security pursuant to Clause 23 and sign the Agreement.
- 22. Notification of Award and Signing of Agreement**
- 22.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Security, upon which the Contract shall then be awarded to the next successive successful Bidder.
- 23. Performance Security**
- i) The successful Bidder shall deliver to the Purchaser a Performance Security in cash or Bank Guarantee acceptable to the Purchaser equivalent to 5% of the Quotation amount.

ii) For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:
Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\%$ of Bid Price.
The Bid Price and Cost Estimate shall be inclusive of VAT.

Section IV. Conditions of Contract

1.1 In this contract, the following terms shall be interpreted as indicated:

1. **Definitions**
 - 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;
 - c. "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 conform 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 accordance with the Sub - Clause 4.3 of the Conditions of Contract in the Performance Security Form provided in the Bidding Documents.

4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 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 performance security will be as follows:

- a. The amount of performance security as a percentage of the contract price shall be five (5) percent of the Sealed Quotation Price in the currency of the Sealed Quotation price.

4.4 The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. The Supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.

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.

6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.

6. Packing

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.

7.2 The terms "EXW", "FOB", "CIF", "CIP" etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce (ICC), Paris.

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.

8.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the

Supplier shall be required to meet all transport and storage expenses until delivery.

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 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. Warranty

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.

10.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's Sealed Quotation.

10.2 Payment of the goods supplied from within Nepal shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.

10.3 Payment of the goods to be imported from abroad shall be made in the following manner:

- a. Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract, and upon submission of claim and bank guarantee for equivalent amount valid until the goods are delivered and in the form provided in the SQ documents or another form acceptable to the Purchaser.
- b. On shipment/Site delivery: Eighty (80) percent of the contract price of the Goods shipped or delivered shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of clean Bill of Lading and other documents or on Site delivery
- c. On acceptance: Ten (10) percent of the contract price of goods received shall be paid within thirty (30) days of receipt of the goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

10. Payment

- 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.
- 14.1 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 its 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. Resolution of Disputes** 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 delivery 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 Purchaser's address for notice purposes:.....
17.2 Supplier's address for notice purposes:
- 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 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).
- 20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.
- 20.2 The Supplier 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 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
- 20. Conduct of Suppliers**

21. Blacklisting Supplier

- 21.1 Without prejudice to any right of the Purchaser under this Contract, the GoN, Public Procurement and Monitoring Office (PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of 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 22,
 - 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.
- 21.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.

Section V. Schedule of Requirements

1. List of Goods and Related Services

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.

Item No.	Name of Goods & Related Services	Description	Unit of Measurement	Quantity
1.	Computer Table	As per Technical Specification	No.	3
2.	Executive Office table	As per Technical Specification	No.	3
3.	Book rack	As per Technical Specification	No.	3
4	Sofa set	As per Technical Specification	No.	3
5	Office cupboard	As per Technical Specification	No.	3
6	Office chair	As per Technical Specification	No.	3
7	Computer chair	As per Technical Specification	No	3
8	Three seated metal chair	As per Technical Specification	No	3
9	Carpet	As per Technical Specification	Roll	1
10	Curtain	As per Technical Specification	Piece	12
11	Doormat	As per Technical Specification	No.	12

2. Delivery and Completion Schedule

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

Line Item No.	Description of Goods	Quantity	Physical Unit	Final Destination	Delivery Date		
					Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered delivery Date
1	2	3	4	5	6	7	8
1.	Furniture and furnishings	1 (One)	No.	Babai rural municipality and its ward offices	Date of signing the contract	30 Days from the date of notice of contract award	

****[The delivery period shall start from the date of the notice of contract award]***

Section VI. Technical Specifications

S. No.	Name of Goods & Related Services	Required Specification	Offered Specification
1.	Computer Table	<ul style="list-style-type: none"> -स्वेदेशी उत्पादन -साइज ४x२ feet -दुवै तिर घर्ना भएको र साथमा keyboard भएको -तीन तिरबाट बन्द गरेको -पछ्याडि पट्टी स-साना प्वाल भएको -सिसौको काठबाट बनेको -चारै तिर र भित्र बाहिर Four mica लगाएको 	
2.	Executive Office table	<ul style="list-style-type: none"> -स्वेदेशी उत्पादन -सिसौको काठबाट बनेको -चारै तिर र भित्र बाहिर Four mica लगाएको -दुवै तिर घर्ना भएको -तीन तिरबाट बन्द गरेको - साइज ५x२.५ feet 	
3.	Book rack	<ul style="list-style-type: none"> -कम्तिमा १६ केजी स्टीलको पाताबाट बनेको -साइज ६६x३६ इन्च -स्वेदेशी उत्पादन -सिसाको पल्ला भएको -Well finishing 	
4.	Sofa set	<ul style="list-style-type: none"> -२x२x१=५ सीट भएको -कपडाले बेरेको -५० Density को foam भएको -Tea table समेत 	
5.	Office cupboard	<ul style="list-style-type: none"> -कम्तिमा १६ केजी स्टीलको पाताबाट बनेको -साइज ६६x३६ इन्च -स्वेदेशी उत्पादन -Well finishing - १ वटा Locker भएको 	
6.	Office chair	<ul style="list-style-type: none"> -Steel base भएको -Revolving 	
7.	Computer chair	<ul style="list-style-type: none"> -Steel base भएको -Revolving 	

8	Three seated metal bench	-Three seated metal -Well finishing	
9	Carpet	-Standard carpet -100 percent sin polypropyl loopyyle	
10	Curtain	-Ready mate curtain -साइज ४x७ feet	
11	Doormat	-PVC -18x30 inch	

Bidder's Signature.....

Section VII: Sample Forms

1. Quotation and Price Schedules

Date:

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said SQ documents for the sum of *[total SQ amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this SQ.

We undertake, if our SQ is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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 for a Period of **45** days from the date fixed for SQ opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this SQ, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the 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 _____

Price Schedule for Goods

Name of Bidder:

Contract Identification Number: 04/GOODS/2074/075

Item	Description	Country of Origin	Quantity	Unit Price 3 EXW (in NRs.)		Total Price EXW (in NRs.) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
1.						
Total						
VAT						
Grand Total						

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost.

In case of discrepancy between unit price and total, the unit price shall prevail.

[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]

Name _____

In the capacity of _____

Signed _____

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

Date _____

³ 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.

2. Bid Security

Date :

To: *[name and address of the Purchaser]*

Whereas, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Sealed Quotation (SQ) dated *[date of submission of SQ]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Sealed Quotation”).

KNOW ALL PEOPLE by these presents that WE *[name of Bank]* of Nepal having our registered office at *[address of bank]* (hereinafter called “the Bank”) are bound unto *[name of the procuring entity]* (hereinafter called “the Purchaser”) in the sum of *[specify amount in figure and words]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

- (1) If, the Bidder withdraws its SQ during the period of bid validity specified by the Bidder on the SQ Form; or
- (2) If the Bidder having been notified of the acceptance of its SQ by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser’s having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to ninety (75) days from the date of opening of the Sealed Quotation, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

[common seal of the bank]

3. Form of Agreement

THIS AGREEMENT made the _____ day of _____ 20____ between [*name of Purchaser*] (hereinafter called “the Purchaser”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Sealed Quotation for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a SQ by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Quotation Form and the Price Schedule submitted by the Supplier;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The Conditions of Contract; and
 - e. The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

4. Performance Security

Date :

To: *[name and address of the Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of the Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]