

नेपाल प्रशासनिक प्रशिक्षण प्रतिष्ठान

जावलाखेल, ललितपुर

फोन नम्बर

५५२२००२, ५५२२९६०

साउण्ड सिस्टम खरिद सम्बन्धि सिलबन्दी दरभाउपत्र फाराम

फर्म / संस्था / कम्पनिको नाम:

ठेगाना:

फोन नम्बर:

इमेल:

Sealed Quotation Number: 1/2077/78



नेपाल प्रशासनिक प्रशिक्षण प्रतिष्ठान
जावलाखेल, ललितपुर
साउण्ड सिस्टम जडान र तालिम स्टुडियो निर्माण सम्बन्धी
सिलबन्दी दरभाउपत्र आह्वानको सूचना
(प्रथम पटक सूचना प्रकाशित मिति: २०७७/१२/२८)

यस प्रतिष्ठानमा साउण्ड सिस्टम जडान र तालिम स्टुडियो निर्माण कार्य खरिद गर्नुपर्ने भएको हुँदा इजाजत प्राप्त ईच्छुक फर्म/संस्था/कम्पनीले दरभाउपत्र फाराममा उल्लिखित शर्तहरूको अधीनमा रही सिलबन्दी दरभाउपत्र पेश गर्न यो सूचना प्रकाशित गरिएको छ। दरभाउपत्र फाराम खरिद गर्न फर्म/संस्था/कम्पनीले आधिकारिक पत्र, दर्ता प्रमाण-पत्र, मूल्य अभिवृद्धि कर प्रमाण-पत्र र आ.व. २०७६/०७७ को कर चुक्ता प्रमाण-पत्र पेश गर्नु पर्नेछ। यस सम्बन्धी विस्तृत जानकारीका लागि प्रतिष्ठानको खरिद इकाईमा सम्पर्क राख्नु हुन अनुरोध छ।

क्रसं	सामानको विवरण	फाराम दस्तुर	फाराम खरिद गर्ने अन्तिम मिति	फाराम बुझाउने अन्तिम मिति र समय	फाराम खोलिने मिति र समय
१.	साउण्ड सिस्टम जडान	रु.१,०००/-	मिति २०७८ बैसाख १३ गते, सोमबार सम्म (कार्यालय समयभित्र)	मिति २०७८ बैसाख १४ गते, मंगलबार दिनको १२:०० बजे भित्र	मिति २०७८ बैसाख १४ गते, मंगलबार दिनको १२:३० बजे पछि
२.	तालिम स्टुडियो निर्माण सम्बन्धी	रु.१,०००/-	मिति २०७८ बैसाख १३ गते, सोमबार सम्म (कार्यालय समयभित्र)	मिति २०७८ बैसाख १४ गते, मंगलबार दिनको १२:०० बजे भित्र	मिति २०७८ बैसाख १४ गते, मंगलबार दिनको १:३० बजे पछि

नेपाल प्रशासनिक प्रशिक्षण प्रतिष्ठान जावलाखेल, ललितपुर

साउण्ड सिस्टम खरिद सम्बन्धी दरभाउपत्रका शर्तहरू

१. दरभाउपत्र फाराम यो सूचना प्रथम पटक प्रकाशित भएको मितिले १५औं दिनसम्म कार्यालय समयभित्र रु.१,०००/- (एक हजार मात्र) (फिर्ता नहुने) तिरी यस प्रतिष्ठानबाट खरिद गर्न सकिनेछ र १६औं दिनको १२:०० बजेभित्र सिलबन्दी दरभाउपत्र फाराम यस प्रतिष्ठानमा दर्ता गरिसक्नु पर्नेछ । दर्ता भएका सिलबन्दी दरभाउपत्र फारामहरू सोही दिनको १२:३० बजेपछि दरभाउपत्रदाता वा निजको मञ्जुरीनामा पत्र सहितको प्रतिनिधिहरूको रोहवरमा खोल्नेछ । आधिकारिक पत्र विना दरभाउपत्रदाता वा मञ्जुरीनामा पत्र विना दरभाउपत्रदाताको प्रतिनिधिलाई बोलपत्र खोल्ने स्थानमा प्रवेश दिइने छैन । दरभाउपत्रदाता वा निजको प्रतिनिधि उपस्थित नभएमा पनि दरभाउपत्र खोल्न कुनै बाधा पर्ने छैन ।
२. **सिलबन्दी दरभाउपत्र फारामसाथ निम्नलिखित कागजपत्रहरू अनिवार्य रुपमा पेश गर्नु पर्नेछ :**
 - (क) फर्म/संस्था/कम्पनी दर्ता प्रमाण-पत्र (नवीकरण भएको/सम्बन्धित कार्य गर्न इजाजत प्राप्त भएको) को प्रमाणित प्रतिलिपि
 - (ख) स्थायी लेखा नम्बर दर्ता तथा मूल्य अभिवृद्धि कर दर्ता प्रमाण-पत्रको प्रमाणित प्रतिलिपि
 - (ग) आ.व. २०७६/७७ को कर चुक्ता प्रमाण-पत्रको प्रमाणित प्रतिलिपि
 - (घ) दरभाउपत्र जमानत बापत रु. २२,१३०।- (बाइस हजार एक सय तीस मात्र) रकम मेगा बैंक नेपाल लिमिटेड, जावलाखेल शाखामा यस प्रतिष्ठानको नाममा रहेको खाता नं.००७००१०१६३२३४ मा नगद दाखिला गरेको सक्कल बैंक भौचर वा मान्यता प्राप्त “क” वर्गको बाणिज्य बैंकले यस प्रतिष्ठानको नाममा जारी गरेको र दरभाउपत्र फाराम पेश गर्ने अन्तिम मितिदेखि गणना हुने गरी कम्तीमा ७५ दिन म्याद भएको बैंक ग्यारेण्टीको सक्कल प्रति पेश गर्नु पर्नेछ
 - (ङ) दरभाउपत्रदाताले खरिद कारवाहीमा भाग लिन अयोग्य नभएको, प्रस्तावित खरिद कारवाहीमा आफ्नो स्वार्थ नबाफिएको र सम्बन्धित पेशा वा व्यवसाय सम्बन्धी कसूरमा आफूले सजाँए नपाएको भनि लिखित रुपमा घोषणा पेश गर्नु पर्नेछ ।
३. बोलपत्र फाराम खरिद गर्न ईच्छुक फर्म/संस्था/कम्पनीले आधिकारिक पत्र, स्थायी लेखा नम्बर, मूल्य अभिवृद्धि कर दर्ता, आ.व. २०७६/७७ को कर चुक्ता प्रमाण-पत्रको प्रतिलिपि पेश गरेपछि मात्र बोलपत्र फाराम दिइनेछ । बोलपत्रदाताले यस प्रतिष्ठानबाट वितरित बोलपत्र फाराम नै प्रयोग गर्नु पर्नेछ । अन्य तवरले प्राप्त बोलपत्र फाराम मान्य हुने छैन ।
४. जुन फर्म/संस्था/कम्पनीले दरभाउपत्र फाराम खरिद गरेको हो सोही फर्म/संस्था/कम्पनीबाट मात्र दरभाउपत्र फाराम पेश गर्न पाइनेछ ।
५. दरभाउपत्र फारामको प्रत्येक पानामा दरभाउपत्रदाताको आधिकारिक सही तथा फर्म/संस्था/कम्पनीको छाप लागेको हुनु पर्नेछ र दरभाउपत्रको खाम बाहिर “नेपाल प्रशासनिक प्रशिक्षण प्रतिष्ठान” तथा “साउण्ड सिस्टम आपूर्ति सम्बन्धी दरभाउपत्र” उल्लेख गरेको हुनु पर्नेछ ।
६. दरभाउपत्र फाराम विक्री गर्ने, दर्ता गर्ने अन्तिम दिन र खोल्ने दिन सार्वजनिक बिदा पर्न गएमा क्रमशः बिदापछि कार्यालय खुलेको दिन उल्लिखित समय र स्थानमा दरभाउपत्र फाराम विक्री गर्ने, दर्ता गर्ने तथा खोल्ने कार्य हुनेछ ।

७. सिलबन्दी नभएको, म्याद नाघी आएको, रित नपुगेको, कुनै शर्त राखिएको दरभाउपत्र उपर कुनै कारवाही गरिने छैन र मूल्याङ्कन प्रक्रियामा समावेश गरिने छैन ।
८. कुनै कारण जनाई वा नजनाई दरभाउपत्र स्वीकृत गर्ने वा नगर्ने वा रद्द गर्ने वा घटी वा बढी अंकको दरभाउपत्र स्वीकृत गर्ने वा नगर्ने वा आंशिक रुपमा स्वीकृत गर्ने वा नगर्ने सम्पूर्ण अधिकार यस प्रतिष्ठानमा सुरक्षित रहनेछ ।
९. दरभाउपत्र फाराममा आफूले कबोल गरेको प्रति इकाई मूल्य अंक र अक्षर दुवैमा स्पष्ट बुझिने गरी छुट्टाछुट्टै लेख्नु पर्नेछ । अंक र अक्षरको बीचमा फरक पर्न गएमा अक्षरमा अंकित मूल्यलाई मान्यता दिइनेछ । दरभाउपत्र फाराममा आफूले कबोल गरेको प्रति इकाई मूल्य र जम्मा मूल्यमा फरक पर्न गएमा प्रति इकाई मूल्यलाई मान्यता दिइनेछ । दरभाउपत्र फाराममा केरमेट भएमा केरमेट गरिएको ठाउँमा दरभाउपत्रदाताले सही गर्नु पर्नेछ ।
१०. दरभाउपत्र स्वीकृत भएको ७ (सात) दिनभित्र प्रतिष्ठानमा खरिद सम्झौता गर्न आउन स्वीकृत दरभाउपत्रदातालाई जानकारी गराइनेछ । खरिद सम्झौता गर्न आउँदा कार्यसम्पादन जमानत (परफरमेन्स ग्यारेण्टी) बापत प्रतिष्ठानले तोके अनुसारको रकम मेगा बैंक नेपाल लिमिटेड, जावलाखेल शाखामा यस प्रतिष्ठानको नाममा रहेको खाता नं.००७००१६३२३४ मा नगद जम्मा गरेको सक्कल बैंक भौचर वा मान्यता प्राप्त “क” वर्गको बैंकबाट यस प्रतिष्ठानको नाममा जारी गरेको र प्रतिष्ठानले तोके अनुसारको म्याद भएको बैंक ग्यारेण्टीको सक्कल प्रति पेश गर्नु पर्नेछ । तोकिएको अवधिभित्र खरिद सम्झौता गर्न नआएमा स्वीकृत दरभाउपत्रदाताको दरभाउपत्र जमानत रकम जफत गरी नियमानुसार प्रक्रिया अगाडि बढाइनेछ ।
११. खरिद सम्झौतामा सही गर्न स्वीकृत दरभाउपत्रदाता आफै वा मञ्जुरीनामा पत्र सहितको आफ्नो प्रतिनिधि तथा एक जना साक्षी सहित उपस्थित हुनु पर्नेछ ।
१२. साउण्ड सिस्टम खरिद सम्बन्धमा प्रतिष्ठान र स्वीकृत दरभाउपत्रदाताबीच हुने खरिद सम्झौताको म्याद दुवै पक्षबाट खरिद सम्झौतामा सही भएको मितिले १ वर्ष सम्म कायम रहनेछ ।
१३. अस्वीकृत दरभाउपत्रदाताको दरभाउपत्र जमानत स्वीकृत दरभाउपत्रदाता र प्रतिष्ठानबीच खरिद सम्झौता भएपछि फिर्ता गरिनेछ ।
१४. स्वीकृत दरभाउपत्रदाताले खरिद सम्झौतामा सही भएको मितिले १० (सात) दिनभित्र सम्बन्धित साउण्ड सिस्टम प्रतिष्ठानमा जडान/उपलब्ध गराउनु पर्नेछ ।
१५. स्वीकृत दरभाउपत्रदाताले उपलब्ध गराउने सम्बन्धित साउण्ड सिस्टमको गुणस्तर तथा स्पेसिफिकेशन दरभाउपत्र फाराममा उल्लेख भए अनुसारको, कम्तीमा १ (एक) वर्ष वारेण्टी भएको र प्रतिष्ठानले निश्चित गरे अनुसारको हुनु पर्नेछ ।
१६. दरभाउपत्र फाराममा उल्लिखित साउण्ड सिस्टमको परिमाणमा प्रतिष्ठानको आवश्यकता अनुसार थपघट भएमा पनि स्वीकृत दरभाउपत्रदाताले स्वीकार गर्नु पर्नेछ ।
१७. खरिद सम्झौताको म्यादभित्र प्रतिष्ठानलाई दरभाउपत्र फाराममा उल्लिखित साउण्ड सिस्टमको परिमाणभन्दा थप आवश्यक परेमा प्रतिष्ठानले माग गरे अनुसार स्वीकृत दरभाउपत्रदाताले दरभाउपत्र फाराममा उल्लेख भएको मूल्यमा नै प्रतिष्ठानमा उपलब्ध गराउनु पर्नेछ ।
१८. स्वीकृत दरभाउपत्रदाताले प्रतिष्ठानमा उपलब्ध गराएका सम्बन्धित साउण्ड सिस्टमहरू प्रतिष्ठानलाई उपयुक्त भएमा मात्र स्वीकार गरिनेछ ।

१९. स्वीकृत दरभाउपत्रदाताले प्रतिष्ठानमा उपलब्ध गराउने सम्बन्धित साउण्ड सिस्टम तोकिएको ठाउँमा जडान पश्चात, प्रतिष्ठानको स्टोर शाखामा दाखिला भएको प्रतिवेदन प्राप्त भएपछि मात्र भुक्तानी दिइनेछ ।
२०. स्वीकृत दरभाउपत्रदाताले प्रतिष्ठानमा उपलब्ध गराउने सम्बन्धित साउण्ड सिस्टम तोकिएको ठाउँमा जडान पश्चात, प्रतिष्ठानको स्टोर शाखामा दाखिला भएको प्रतिवेदन प्राप्त भएपछि मात्र मात्र वारेण्टी अवधि गणना गरिनेछ ।
२१. स्वीकृत दरभाउपत्रदाताले उपलब्ध गराएको सम्बन्धित साउण्ड सिस्टम वारेण्टी अवधिभित्र बिग्रेमा वा अन्य कुनै कारणले फेर्नु परेमा स्वीकृत दरभाउपत्रदाताले प्रतिष्ठानलाई नयाँ साउण्ड सिस्टम उपलब्ध गराउनु पर्नेछ ।
२२. प्रतिष्ठानमा सम्बन्धित सामानहरू कोयर म्याट्रेशहरू उपलब्ध गराए वापत तिर्न /बुझाउनु पर्ने कर, शुल्क, महसुल वा अन्य यस्तै भुक्तानी गर्नु पर्ने सबै दायित्वहरू स्वीकृत दरभाउपत्रदाताको हुनेछ ।
२३. स्वीकृत दरभाउपत्रदातालाई प्रतिष्ठानबाट गरिने भुक्तानी रकमबाट नियमानुसार लाग्ने करकट्टी गरी मात्र भुक्तानी दिइनेछ ।
२४. स्वीकृत दरभाउपत्रदाताले खरिद सम्झौता अनुसार कार्य नगरेमा वा प्रतिष्ठानले माग गरेका सम्बन्धित साउण्ड सिस्टम तोकिएको अवधिभित्र प्रतिष्ठानमा उपलब्ध नगरेमा वा उपलब्ध गराएका साउण्ड सिस्टम दरभाउपत्र फाराममा उल्लेख भए अनुसारको गुणस्तर तथा स्पेसिफिकेसन वा प्रतिष्ठानले निश्चित गरे अनुसारको नभएमा प्रतिष्ठानले उक्त साउण्ड सिस्टम अन्यत्रबाट खरिद गर्न सक्नेछ । यसरी खरिद गर्दा दरभाउपत्र फाराममा उल्लिखित रकमभन्दा बढी लागेमा बढी लागेको रकम प्रतिष्ठानले स्वीकृत दरभाउपत्रदाताबाट असूल गरिनेछ वा प्रतिष्ठानले खरिद सम्झौता खारेज गरी स्वीकृत दरभाउपत्रदाताको कार्यसम्पादन जमानत (परफरमेन्स ग्यारेण्टी) रकम जफत गरी नियमानुसार प्रक्रिया अगाडि बढाइनेछ ।
२५. स्वीकृत दरभाउपत्रदाताले खरिद सम्झौता अनुसार सम्बन्धित साउण्ड सिस्टम प्रतिष्ठानमा उपलब्ध गराई सकेपछि र साउण्ड सिस्टमको वारेण्टीको अवधि समाप्त भएपछि मात्र नियमानुसार कार्य सम्पादन जमानत (परफरमेन्स ग्यारेण्टी) रकम बिना ब्याज फिर्ता गरिनेछ ।
२६. दरभाउपत्र सम्बन्धी कुनै संशोधन गर्नु परेमा सो को जानकारी प्रतिष्ठानको वेबसाइट वा सूचना पाटीमा टाँस गरिनेछ ।
२७. खरिद सम्झौता सम्बन्धमा कुनै विवाद उठेमा श्रीमान् कार्यकारी निर्देशकज्यू, नेपाल प्रशासनिक प्रशिक्षण प्रतिष्ठानको निर्णय अन्तिम हुनेछ र हुने निर्णय प्रतिष्ठान र स्वीकृत दरभाउपत्रदाता दुवैलाई मान्य र अन्तिम हुनेछ ।
२८. खरिद सम्झौतामा उल्लिखित शर्तहरू बाहेक अन्य कुराको हकमा प्रतिष्ठान र स्वीकृत दरभाउपत्रदाता दुवैको आपसी सहमति बमोजिम हुनेछ ।
२९. यस सूचनामा उल्लेख नभएका कुराहरूको हकमा दरभाउपत्र फाराम तथा यस प्रतिष्ठानको आर्थिक प्रशासन सम्बन्धी नियमावली, २०६८ बमोजिम हुनेछ ।
३०. यस सम्बन्धी विस्तृत जानकारीका लागि प्रतिष्ठानको खरिद इकाईमा सम्पर्क राख्न सकिनेछ ।

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. a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate for the Fiscal Year 2076/77 d) Business registration certificate (if required) e) Power of Attorney to sign the Sealed Quotation f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Sealed Quotation is submitted from JV.Other g) Documents as needed [Please specify] 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.
3. 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.
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotatio 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
10. 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 request for clarification
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	24.1 The 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 = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}$ 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: Sound System Installation The number of the Invitation for Sealed Quotation (SQ) is : 1/2077/078 The Purchaser is: Nepal Administrative Staff College
ITB 12.1	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 Rs 22,130 (Twenty Two Thousand One Hundred and Thirty only), which shall be valid for 30 days beyond the validity period of the bid.
ITB 12.2 (b)	Cash Deposit Account for Bid Security: Bank Name: Mega Bank Nepal Limited , Jawlakhel, Lalitpur Account holder's Name: Nepal Administrative Staff College Account Number: 0070010163234
ITB 14.1	Bidders <i>shall not</i> have the option of submitting their bids electronically.
ITB 15	The deadline for Sealed Quotation submission is: Date: 2078/01/14 Time : Before 12:00 PM Address: Nepal Administrative Staff College, Jawlakhel, Lalitpur
ITB 18	The Sealed Quotation opening shall take place at : Address : Nepal Administrative Staff College, Jawlakhel, Lalitpur Date: 2078/01/14 Time : After 12:30 PM.

Section IV. Quotation Form and Price Schedule

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 the amount as stated in the ITB Clause 25 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.

We understand that this SQ, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business related offense.

We understand that you are not bound to accept the lowest evaluated SQ or any other SQ that 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 Sound System

Name of Bidder _____

Contract Identification Number _____

S.N.	Items	Descriptions	Qty	Units	Rates	Rate in words	Total Amount
1	Main House Speaker of Front	Active loudspeakers 1,500 or more watts of output power R.A.M.P. DSP Technology Peak SPL of 133dB Strong cabinet construction 15" low frequency driver 1.75" PETP Celestion® compression driver Two XLR-1/4" combo input channels Floor ant Mount monitor positioning option 1 3/8" pole mount receptacle Or equivalent	2	Sets			
2	House Speaker(Support to Main Speaker)	Active loudspeakers 1,000 or more watts of output power 12" extended range low frequency driver Samson's R.A.M.P. DSP technology Two XLR-1/4" combo input channels with independent volume controls XLR Link output allows expanded sound to additional speakers Dual-angle floor monitor positioning options Or equivalent	2	Sets			
3	Speaker Floor monitor (For Stage)	Output Power (1kHz): 800 or more watts Peak (700 LF + 100 HF), 400 watts RMS (350 LF + 50 HF) Active speakers Frequency Response: 58 Hz–20 KHz Max. SPL (1M): 120 dB Crossover Frequency: 2.5 KHz at 12 dB/Oct Inputs: Balanced Mic/Line XLR-1/4" Output: Balanced XLR Mix output Floor monitor positioning options Or equivalent	2	Sets			

Section II. Instructions to Bidders

S.N.	Items	Descriptions	Qty	Units	Rates	Rate in words	Total Amount
4	Sub-woofer (For Low Frequency)	Active loudspeaker for low Frequency 900 or more watts of output power Extended range low frequency driver R.A.M.P.(Reactive Alignment/Maximum Protection) DSP technology Two XLR-1/4" combo input channels with independent volume controls Selectable Mic/Line Level Switch(Channel 1) Master Volume control with peak indicator 3-position EQ and HPF presets(if possible) XLR Link output allows expanded sound to additional speakers Or equivalent	2	Sets			
5	Microphone Dynamic(Industrial level)	High-level microphone for professional live and studio applications Neodymium dynamic mic element for wide dynamic range High output, low impedance design Smooth frequency response of 50Hz–15kHz On/Off switch for on-stage control if possible Gold-plated XLR connector, If possible Or equivalent	4	Sets			
6	Microphone Stand (For Dynamic microphone)	Collapsible tripod boom stand Die-cast and steel construction Sleek finish Ultra-light for easy transport Ground to boom measurements: 33.86 inches - 56.3 inches, Length of boom: 31.3 inches, Length of leg: 13.39 inches Or equivalent	4	Sets			

Section II. Instructions to Bidders

S.N.	Items	Descriptions	Qty	Units	Rates	Rate in words	Total Amount
7	Professional Headphone for control room	Open/Closed:Semi-open Fit Style:Circumaural (Around the Ear) Driver Size:25mm Frequency Response:15Hz-25kHz Impedance:55 ohms Cable Type:Straight Cable Length:2 meters or more Replaceable Cable: Yes Plug Size:1/8" plug, 1/4" adapter Or equivalent	1	Set			
8	Crossover (Digital sound management System) for frequency split	Digital frequency management device Streamlined AutoEQ Mobile Control (Androis, iOS, Mac, Windows) Graphic EQ 8-Band Parametric EQ (adjusted when using the AutoEQ Input) Subharmonic Synthesis Crossover (supports full range, 2-way, and 3-way systems)	1	Set			
9	Mixture (16 Channel+)	USB works with PC, Mac and the iPad (2 or later) through the Apple iPad Camera Connection Kit / Lightning to USB Camera Adapter Four TRS auxiliary outputs with dedicated send level controls on each channel for routing aux mixes to external devices such as reverb units, monitor mixers and more Four group buses (two stereo) with overall level control fader and dedicated outputs for creating a sub mix or for routing separate mixes to amplifiers, powered speakers or other external equipment 3-band EQ on channels 1-8 and 2-band EQ on channels 9-16 Pan/balance control on each channel Or equivalent	1	Set			

Section II. Instructions to Bidders

S.N.	Items	Descriptions	Qty	Units	Rates	Rate in words	Total Amount
10	Wireless Microphone (Two Channel)	Mic frequency response: 35Hz to 18kHz Receiver frequency: UHF 550MHz - 590MHz (Adjustable) Range: Up to 600 feet / 183 meters Four XLR individual outputs and one 1/4" Mixed output 800 selectable frequencies on each channel With a LCD display, easy to read and it has auto LCD lock function to prevent misoperation. Individual volume control on each channel	1	Set			
11	Pin Wireless microphone	Advanced UHF dual channel wireless microphone system, 30 to 35 MHz of transmission bandwidth offers you fast signal transmission with Zero latency. Up to 48 optional channels, transmission range is up to 100m And more, suitable for both indoor and outdoor use. Stereo and mono mode optional, supports monitoring through the output of the headset. With a LCD display, easy to read and it has auto LCD lock function to prevent misoperation. Powered by Battrery, can work over 4 hours and more. Lightweight and portable, convenient to use. This kit includes two transmitter and one receiver, comes with many useful accessory for convenient use for multiple occasions. Or Equivalent	1	Set			
12	Podium Microphone	Dual microphone option Polar Patterns: Omnidirectional. ... Operating Current: 6.2 mA. Output Impedance: 200 Ohm. Sensitivity: 17.70 mV/Pa (-35 dB re 1V/Pa) Equivalent Acoustic Noise (Pressure Mode): 14 dB SPL (A-Weighted) Overload Sound Level: Or equivalent	1				

Section II. Instructions to Bidders

S.N.	Items	Descriptions	Qty	Units	Rates	Rate in words	Total Amount
13	Stabilizers 5KVA	Capacity : 5 KVA Input Voltage Range : 160 – 270 Out put Voltage : 220V Output voltage (settable limits) : 220V – 240V Out put Regulation : +/- 1% Input Frequency : 47 Hz – 53 Hz Correction Rate : 70 V / Sec Insulation : Class “F” Efficiency : 98%	1	Set			
14	Cable, Connectors And Other Accessories	Microphone Cable, XLR Male, XLR Female, TRS Jack, Power Cable, Switch Box, Speaker Cable ETC(All Accessories)	1	Job			
15	Wall mount	For Speaker mount.	5	Sets			
16	Installation fee		1	Job			
			Sub Total				
			Discount				
			Sub-total after discount				
			13% VAT				
			Grand Total				

Amount in words:

Duly authorized to sign the Sealed Quotation for and on behalf of:

Date: _____

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.:

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

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

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

- (a) has withdrawn or 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 datenumber.....days 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 later 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 (Applicable for Bid Security of Foreign Banks).

Section V. Schedule of Requirements

1. Delivery and Completion Schedule

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for delivery to the Project Site or to another common place.¹

Number	Description	Quantity	Unit	Required Delivery Schedule (In Days/weeks/months from the date of signing the contract)	Bidder's offered Delivery date [to be provided by the bidder]

¹ The delivery may be specified for a single delivery , or for several partial deliveries, for a specific date, or range of acceptable delivery periods.

2. Term of Reference

The terms of reference for the procurement of sound system is as follows:

1. The warranty period of the sound system should be at least one year, which shall be counted from the date of acceptance of sound system by Nepal Administrative Staff College.
2. The item shows in 1, 2,3 and 4 of BoQ must be branded (Samson or Jbl or Sony or Mackie or equivalent)
3. The output capacity of system (item number 1, 2 and 4 of BoQ) must be minimum 4000 watt.
4. The sound system must be delivered and install within ten days of contract.
5. The suppliers must install sound system as per design provided by Nepal Administrative Staff College.

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; 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 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 Documents for 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 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 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 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. 14.2.1 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 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 : - give or propose improper inducement directly or indirectly, - distortion or misrepresentation of facts - engaging or being involved in corrupt or fraudulent practice - interference in participation of other prospective bidders. - coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, - 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.. - 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	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: 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. 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 and credit information bureau of Nepal.
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Section VII - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

[Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: <u>Nepal Administrative Staff College, Jawalakhel, Lalitpur</u>
GCC 4.1	The Currency of of the performance Security shall be in Nepalese Rupees. The amount of the performance security shall be as follows: (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: (iii) - Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}$ The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
GCC 9.1	The warranty period shall 12 months
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: 1. The payment shall be made: (a) through accounts division/unit of the Purchaser
GCC 10	2. Payments shall be made in Nepalese Rupees in the following manner: The payment shall be in Lump-sum Basis. The payment shall be made only after the delivery/installation of sound system and acceptance by Nepal Administrative Staff College.
GCC 17.1	For <u>notices</u>, the Purchaser's address shall be: Name and Address of the Purchaser: <u>Nepal Administrative Staff College, Jawalakhel, Lalitpur</u> Telephone number: 5522002 / 5522160
	For <u>notices</u>, the Suppliers's address shall be: Name and Address of the Supplier: Telephone number: e-mail Address:
GCC 19.1	The Supplier shall supply ...[Specify number of copy/ies] manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.

Section VIII. Contract Form

1. Letter of Acceptance

[on letterhead paper of the Purchaser]

Date.....

To: *name and address of the Contractor*

Subject: *Notification of Award*

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

You are hereby instructed to contract this office to sign the formal contract agreement within 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

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

Authorized Signature:

Name and Title of Signatory:

2. Contract 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 WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. 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 submitted by the Supplier;
 - f. The Schedule of Requirements;
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:

3. Performance Security

Date :

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

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

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

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

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

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

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

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

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

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

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

4. 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]