

**Sealed quotation Document  
for  
Supply and Delivery of equipment**

**Sealed Quotation No: SSMC/ UGC/EQIP/ SQ-02/2080-081**

Shaheed Smriti Multiple Campus  
Ratnanagar-3, Chitwan

Issued on: 7 February 2024

## **Abbreviations**

BD .....	Bidding Document
BDF .....	Bidding Forms
BDS .....	Bid Data Sheet
BOQ .....	Bill of Quantities
COF .....	Contract Forms
DP .....	Development Partners
ELI .....	Eligibility
GCC .....	General Conditions of Contract
GoN .....	Government of Nepal
ICC .....	International Chamber of Commerce
IFQ .....	Invitation for Quotations
ITB .....	Instructions to Bidders
NCB .....	National Competitive Bidding
PAN .....	Permanent Account Number
PPA .....	Public Procurement Act
PPMO.....	Public Procurement Monitoring Office
PPR .....	Public Procurement Regulations
SBD .....	Standard Bidding Document
SCC .....	Special Conditions of Contract
TS .....	Technical Specifications
VAT.....	Value Added Tax
WRQ .....	Works Requirement

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# Shaheed Smriti Multiple Campus

## Ratnanagar-3, Chitwan

### Invitation for Sealed Quotations

Date of first publication: 7 February 2024, In Chitwan National Daily

Name of the office: Shaheed Smriti Multiple Campus,

Address of the office: Ratnanagar-3, Chitwan

Invitation for sealed quotation for the procurement of equipment from UGC fund

Sealed Quotation NO: SSMC/ UGC/EQIP/ SQ-02/2080-081

1. Shaheed Smriti Multiple Campus, Ratnanagar-3, Chitwan invites sealed quotations from registered Suppliers for the Procurement of Equipment from UGC fund.
2. Eligible Bidders may obtain further and inspect the Sealed Quotation Documents by visiting Campus website <https://ssmcchitwan.edu.np> . Interested applicants may download the complete set of quotation document from campus website.
3. A complete set of Bidding Documents may be purchased from the office of Shaheed Smriti Multiple Campus, Ratnanaga-3, Chitwan by eligible bidders and submit to the Campus on or before 21 February, 2024, 12.00 Noon.
4. Payment for the Quotation Document (Non – refundable Document Fee NRs. 1000/- and Bid Security Amount) can be made either through a cash deposit or online payment to the account of the Campus as specified below and should attach the original bank deposit /online payment voucher together with the hard copy of quotation documents during submission.

Information for depositing the cost of bidding document in bank are as follows:

Account holder's Name: Shaheed Smriti Multiple Campus

Bank Name: Rastriya Banijya Bank

Bank Address: Bharatpur, Chitwan

Account Number: 1310100000489001

5. The bids will be opened in the presence of Bidders' representatives who choose to attend at 21 February, 2024, **at 2 PM** at the office of *Shaheed Smriti Multiple Campus, Ratnanagar-3, Chitwan* . Quotation must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of **NRs 45000.00** which shall be valid for 30 days beyond the validity period of the bid. If bidder wishes to submit the cash security, the cash should be deposited in Account NO. 1310100000489001 at Rastriya Banijya Bank, Bharatpur Branch and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
6. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
7. Shaheed Smriti Multiple Campus reserves the right to accept or reject, solely or partially any or all quotation documents without assigning any reason, whatsoever.

Campus Chief

## Section II. Instruction to Bidders(ITB)

<b>1. Scope of Works</b>	1.1 The purchaser stated in the BDS for the procurement of goods as detailed in attached specifications and the bill of quantities provided herein. The name of purchaser, <i>name of project and contract identification number of Contracts</i> are provided in the BDS.
<b>2. Eligible Bidder</b>	<p>2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below and all Bidders shall submit these documents as pre- requisites for eligibility:</p> <ol style="list-style-type: none"> <li>Up to date Firm/Company Registration Certificate: [attach copy]</li> <li>Business Registration Certificate (License): [attach copy]</li> <li>PAN/VAT Registration Certificate: [attach copy]</li> <li>Tax Clearance Certificate for the F/Y 2079/80</li> <li>Power of Attorney to sign the sealed quotation: [attach copy]</li> <li>Letter of Bid [attach copy]</li> </ol> <p>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.</p>
<b>3. One Bid per Bidder</b>	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.
<b>4. Cost of Bidding</b>	4.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Purchaser shall in no case be liable for those costs.
<b>5. Site Visit</b>	5.1 The Bidder at his own cost, responsibility and risk may visit the site of 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.
<b>6. Content of Quotation Form</b>	<p>6.1 The Quotation Form comprise the documents listed below:</p> <p>Section I. Invitation for Sealed Quotation</p> <p>Section II Instruction to Bidders (ITB)</p> <p>Section III. Bid Data Sheet (BDS)</p> <p>Section IV. Quotation form and price Schedule</p> <p>Section V Schedule of requirements</p> <p>Section VI. General Conditions of Contract (GCC)</p> <p>Section VII. Special Conditions of Contract (SCC)</p> <p>Section viii Contract Forms</p>
<b>7. Clarification</b>	7.1 A prospective Bidder may obtain clarification on the Quotation Form from the purchaser on or before 5 days prior to the deadline for submission of quotation.
<b>8. Language of Quotation</b>	81. All documents relating to the bid shall be in English /Nepali.
<b>9. Documents Comprising Quotation</b>	<p>The Quotation by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> <li>Letter of Bid</li> <li>Quotation form and price Schedule</li> </ul>

	<ul style="list-style-type: none"> <li>• Bid Security and</li> <li>• Schedule of requirements</li> </ul>
<b>10. Quotation Prices</b>	<p>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.</p> <p>10.2 All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.</p> <p>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.</p>
<b>11. Quotation Validity</b>	<p>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.</p>
<b>12. Quotation /Bid Security</b>	<p>12.1 The Bidder shall furnish as part of its bid, in original form, a bid security <b>as specified in the BDS.</b></p> <p>12.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ol style="list-style-type: none"> <li>an unconditional bank guarantee from "A" class commercial bank eligible to issue bank Guarantee as per prevailing Law Or;</li> <li>a cash deposit voucher in the purchaser's Account as specified in BDS.</li> </ol> <p>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.</p> <p>12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security shall be rejected by the purchaser as nonresponsive.</p> <p>12.4 The bid security shall be forfeited if:</p> <ol style="list-style-type: none"> <li>a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after bid submission deadline.</li> <li>a Bidder changes the prices or substance of the Sealed Quotation while providing information;</li> <li>a Bidder involves in fraud and corruption pursuant to clause 27;</li> <li>the successful Bidder fails to: <ol style="list-style-type: none"> <li>furnish a performance security in accordance with clause 25 and 26;</li> <li>sign the Contract in accordance within the period stipulated in Letter of Acceptance; or</li> <li>accept the correction of arithmetical errors pursuant to clause 21.1</li> </ol> </li> </ol> <p>(IV) fails to provide the clarification of its Quotation by the date and time set in the purchaser's request for clarification.</p>
<b>13. Format and Signing of Quotation</b>	<p>13.1 The bid 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 initialed by the same authorized person.</p>
<b>14. Sealing and Marking of Quotation</b>	<p>14.1 Bidders may submit their bids by manually. When so <b>specified in the BDS.</b> Procedures for submission, sealing and marking are as follows:</p> <p>Bidders submitting bids by manually: The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the purchaser specified in the BDS and shall bear the name and identification number of the Sealed quotation.</p>
<b>15. Deadline for Submission of Quotation</b>	<p>15.1 Quotation shall be delivered to the purchaser at the address no later than the time and date <b>specified in BDS.</b></p>

<b>16. Late Quotation</b>	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.
<b>17.Modification And Withdrawal</b>	17.1 Sealed Quotations once submitted shall not be withdrawn or modified.
<b>18. Bid Opening</b>	18.1 The purchaser shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place <b>as specified in the BDS</b> . 18.2 The purchaser shall prepare and provide minutes of the bid opening including the information disclosed to those present.
<b>19. Process to be Confidential</b>	19.1 Information relating to the examination, evaluation and comparison of bids 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.
<b>20.Examination of Quotations</b>	20.1. Prior to the detailed evaluation of Quotations, the purchaser shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
<b>21. Evaluation and Comparison of Quotations</b>	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 Bid 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. 21.3 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.
<b>22. Award of Contract</b>	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 If the quotation, which results in the lowest Evaluated quotation price, is unbalanced or frontloaded in relation to the purchaser's estimate of purchasing goods to be performed under the contract, the purchaser shall ask the bidder to give clarification with detailed rate analysis for any or all items of the Bill of Quantities. If the clarification is found satisfactory then the purchaser shall increase at the expense of the bidder the performance security set forth in Clause 25 by an additional 8% of the quoted amount to protect the purchaser against

	financial loss in the event of default of the successful bidder under the contract and if the clarification is found unsatisfactory then the purchaser may reject such quotation.
<b>23. Purchaser's Right to Accept and Reject</b>	23.1 The purchaser reserves the right to accept or reject any bid 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.
<b>24. Notification of Award and Signing of Agreement</b>	<p>24.1 The Bidder whose quotation is accepted and all other participating bidders shall be notified of the award by the purchaser.</p> <p>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 consideration of 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.</p> <p>24.3 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 quotation Security, upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
<b>25. Performance Security</b>	<p>251. Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as under mentioned 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.</p> <p>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.</p> <p>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:</p> <p><b>Performance Security Amount =</b>  <b><math>[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}</math></b>  The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
<b>26. Corrupt or Fraudulent Practices</b>	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.
<b>27. Conduct of Bidders</b>	<p>27.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN’s Procurement Act and Regulations.</p> <p>28.2 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:</p> <ol style="list-style-type: none"> <li>give or propose improper inducement directly or indirectly,</li> <li>distortion or misrepresentation of facts</li> <li>engaging or being involved in corrupt or fraudulent practice</li> <li>interference in participation of other prospective bidders.</li> <li>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,</li> <li>collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid</li> </ol>



	<p>price with an intention to deprive the purchaser the benefit of open competitive quotation price..</p> <p>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</p>
<b>28.Blacklisting Bidder</b>	<p>28.1 Without prejudice to any other right of the 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:</p> <ul style="list-style-type: none"> <li>a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,</li> <li>b) if it is proved later that the bidder/contractor 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 ,</li> <li>c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</li> <li>d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</li> </ul> <p>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.</p>
<b>29. Provision of PPA and PPR</b>	<p>If any provision of this document is 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.</p>

### SECTION - III

## Bid Data Sheet

ITB 1	<p>The scope of work is: <b><i>Supply and Delivery of Equipment</i></b></p> <p>The number of the Invitation for Bids is : SSMC/ UGC/EQIP/ SQ-02/2080-081</p> <p>The Purchaser is: Shaheed Smriti Multiple Campus, Ratnanagar-3, Chitwan</p>
ITB 12.1	<p>The Bidder shall furnish a bid security, from Commercial bank eligible to issue Bank Guarantee as per prevailing Law with a minimum of <b><i>NRs 45000/-</i></b>, which shall be valid for 30 days beyond the validity period of the bid.</p>
ITB 12.2 (b)	<p>Cash Deposit Account for Bid Security:</p> <p>Account holder's Name: Shaheed Smriti Multiple Campus</p> <p>Bank Name: Rastriya Banijya Bank</p> <p>Bank Address: Bharatpur, Chitwan</p> <p>Account Number: 1310100000489001</p>
ITB 15	<p>The deadline for Sealed Quotation submission is:</p> <p>Address: Shaheed Smriti Multiple Campus, Ratnanagar-3, Chitwan</p> <p>Date: 21 February 2024</p> <p>Time : 12.00 NOON</p>
ITB 18	<p>The Sealed Quotation opening shall take place at :</p> <p>Address : Shaheed Smriti Multiple Campus, Ratnanagar-3, Chitwan</p> <p>Date: 21 February 2024</p> <p>Time : 2 PM</p>

## Section- IV: Quotation Form and Price Schedule

### 1. Letter of Bid

Date: .....

To:

Shaheed Smriti Multiple Campus  
Ratnanagar-3, Chitwan

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver in conformity with the said SQ documents for the sum of 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 there of 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 proceeding and have not been punished for a profession or business-related offence.

Name: .....

In the capacity of .....

Signed .....

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

Date .....

## 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.)

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 documents. a. Up to date Firm/Company Registration Certificate: [attach copy] b. Business Registration Certificate (License): [attach copy] c. PAN/VAT Registration Certificate: [attach copy] d. Tax Clearance Certificate for the F/Y 2079/80 e. Power of Attorney to sign the sealed quotation: [attach copy] f. Letter of Bid [attach copy]	

### 3. Price Schedule for Goods

Name of Bidder:

SQ NO. : SSMC/ UGC/EQIP/ SQ-02/2080-081

Item No.	Description	Quantity	Unit	Unit Price		Total Price (in NRs) (cols. 3×5)
				In Figure	In Words	
1	2	3	4	5		3×5=6
1	<b>Branded Desktop computer: PC (With Monitor, Mouse and Keyboard),</b> Display Size19.5 inch, Intel® UHD Graphics, Windows 11 Home, 13th Gen Intel® Core™ i5-13400 (20 MB cache, 10 cores, 16 threads, 2.50 GHz to 4.60 GHz Turbo), 8GB DDR4 RAM, 1TB HDD + 256GB SSD	2	Set			
2	Branded Office Printer: Print/scan/copt/method ( Monochrome Laser Beam)	2	Set			
3	Branded Office Scanner; Desktop ADF/Flatbed Scanner, Resolution 2400×2400 dpi(Max) Duplex,CIS,HI-Speed USB 2.0	1	Set			
4	Branded Photo Copier: A3 Monochrome Laser Multifunctional/ Print,copy, scan, send and optional fax/2.0GB RAM, Print resolution(dpi) 600×600	1	Set			
5	Branded A4 photo copier; Print( Colour laser Beam), Scan,Copy, High speed USB 2.0, Ethernet/Fast Ethernet/Gigabit Ethernet, Wi-Fi	2	Set			
6	Branded Projector: Protable (Chargeable), 500 lumens with 720 native resolution, protable power backup(6000 mAH) to charger mobile devices( Eco mode: 3.5 hours), USB-c, USB output, Wireless mirroring, and HDMI	6	Set			
Total Rs.						
13% VAT Rs.						
Grand Total Rs.						
Grand Total Amount in Words:-						



## 4. Bid Security

### Bank Guarantee

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

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 Quotations No. .... ("the IFQ").

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) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (b) 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.
- (c) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the date .....number.....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 Bank .....on  
..... (Applicable for Bid Security of Foreign Banks).

## SECTION - V

### Schedule of Requirements

#### Delivery and Completion Schedule

Delivery and installation shall take place in compliance with the dates and duration indicated below.

Item NO.	Description	Quantity	Unit	Required Delivery Date
1	<b>Branded Desktop computer: PC (With Monitor, Mouse and Keyboard)</b> , Display Size 19.5 inch, Intel® UHD Graphics, Windows 11 Home, 13th Gen Intel® Core™ i5-13400 (20 MB cache, 10 cores, 16 threads, 2.50 GHz to 4.60 GHz Turbo), 8GB DDR4 RAM, 1TB HDD + 256GB SSD	2	Set	15 days from the date of signing the contract.
2	Branded Office Printer: Print/scan/copy/method ( Monochrome Laser Beam)	2	Set	15 days from the date of signing the contract.
3	Branded Office Scanner; Desktop ADF/Flatbed Scanner, Resolution 2400×2400 dpi(Max) Duplex,CIS,Hi-Speed USB 2.0	1	Set	15 days from the date of signing the contract.
4	Branded Photo Copier: A3 Monochrome Laser Multifunctional/ Print,copy, scan, send and optional fax/2.0GB RAM, Print resolution(dpi) 600×600	1	Set	15 days from the date of signing the contract.
5	Branded A4 photo copier; Print( Colour laser Beam), Scan,Copy, High speed USB 2.0, Ethernet/Fast Ethernet/Gigabit Ethernet, Wi-Fi	2	set	15 days from the date of signing the contract.
6	Branded Projector: Portable (Chargeable), 500 lumens with 720 native resolution, portable power backup(6000 mAH) to charge mobile devices( Eco mode: 3.5 hours), USB-c, USB output, Wireless mirroring, and HDMI	6	set	15 days from the date of signing the contract.



### Technical Specification

<b>Items No. 1</b>	<b>Branded Desktop computer: PC (With Monitor, Mouse and Keyboard)</b>
Display Size	19.5 inch
Graphics	Intel® UHD Graphics
Operation System	Windows 11 Home
Ports_and_connectivity	1 RJ-45 port 10/100/1000 Mbps (rear) 2 USB 2.0 Type-A ports (front) 2 USB 2.0 ports with Smart Power on (rear) 4 USB 3.2 Gen 1 Type-A ports (rear) 1 Universal Audio Jack (front) 1 Line-out audio port (rear, retractable) 2 DisplayPorts 1.4 (rear) 1 Serial /PS2 slot (optional) 1 Optional 3rd Video Port (VGA/DP 1.4/HDMI 2.0b)
Processor	13th Gen Intel® Core™ i5-13400 (20 MB cache, 10 cores, 16 threads, 2.50 GHz to 4.60 GHz Turbo)
Ram	8GB DDR4 RAM
Storage	1TB HDD + 256GB SSD
Warranty	1 Year
<b>Item No. 2</b>	<b>Office Printer</b>
Functions	Print, Scan, Copy   Method (Monochrome Laser Beam)
First Printout Time (FPOT)	Approx. 6.0secs. (A4)
Print Speed (A4)	Up to 27ppm
Standard Interface	High-Speed USB 2.0, Ethernet/Fast Ethernet, Wi-Fi
Automatic Document Feeder (ADF)	Available: 35 Sheets
Auto Duplex Printing	Standard   Paper Sizes (A4, Letter, Legal, Indian Legal, Foolscap)
Recommended monthly print	500 – 2,500 pages   Monthly Duty Cycle (15,000 pages)
Cartridge (Standard)	Toner Cartridge 337: 2,400 pages
Other Features	Network Security (Wired/Wireless)   Mobile Print Capability

<b>Item No. 3</b>	<b>Office Scanner</b>
Scanner Type	Desktop ADF (Automatic Document Feeder) / flatbed scanner
Scan resolution	2400 x2400dpi (Max)
Feeding Capacity	50 sheets (ADF)
Scanning Side	Simplex / Duplex
Scanner Element	CIS (Colour Contact Image Sensor)
Scanning speed	Black and White: 20ppm (simplex) / 36ipm (duplex) Colour: 10ppm (simplex) / 18ipm (duplex)
Interface	Hi-Speed USB 2.0
Document size – Plain Paper (A4/LTR)	ADF — Width: 51 – 216 mm, Length: 89 – 356 mm Flatbed — Width: 216 mm, Length: 356 mm
<b>Item No. 4</b>	<b>Photo Copier</b>
Machine Type	A3 Monochrome Laser Multifunctional
Core Functions	Print, Copy, Scan, Send and Optional Fax
Control Panel	7 inch TFT LCD WVGA color Touch panel
Memory	Standard: 2.0GB RAM
Storage	Use area: 30GB (eMMC)
Interface Connection	NETWORK Standard: 1000Base-T/100Base-TX/10Base-T, Wireless LAN (IEEE 802.11 b/g/n)OTHERS Standard: USB 2.0 (Host) x3, USB 2.0 (Device) x1
Paper Supply Capacity (A4, 80gsm)	Standard: 330 sheets Maximum: 580 sheets (with Cassette Feeding Module-AK1)
Paper Output Capacity (A4, 80 gsm)	Standard: 250 sheets Maximum: 250 sheets
Finishing Capabilities	Standard model: Collate, Group
Supported Media Types	Multi-purpose Tray: Thin, Plain, Recycled, Color, Heavy, Bond, Transparency, Label, Pre-punched, Envelope Paper Cassette: Plain, Recycled, Color, Pre-punched
Supported Media Sizes	Multi-purpose tray: Standard size: A3, A4, A4R, A5, A5R, B4, B5, B5R, Envelopes [No. 10(COM 10), Monarch, ISO-C5, DL] Custom Size/Free Size: Min.95.0 x139.7 mm up to 297.0 x431.8 mm Paper Cassette: Standard size: A3, A4, A4R, A5R, B4, B5, B5R
Supported Media Weights	Multi-purpose tray: 60 to 157 gsm Paper Cassettes: 64 to 90 gsm Duplex: 60 to 90 gsm
Print Speed (ppm)	Up to 25 ppm (A4), Up to 12 ppm (A3), Up to 11 ppm (A4R)
Print Resolution (dpi)	600 x 600

Page Description Languages	Standard: UFR II Optional: PCL6, Adobe®PostScript®3™
Direct Print	Supported file types: RUI: PDF, EPS, TIFF/JPEG, XPS USB Memory: PDF, TIFF/JPEG, XPS Network Place: PDF, TIFF/JPEG, XPS
Printing from Mobile and Cloud	AirPrint, Mopria, Google Cloud Print, Canon Business PRINT and uniFLOW Online
Copy Speed (BW)	Up to 25 ppm (A4), up to 12 ppm (A3), up to 11 ppm (A4R)
First-Copy-Out Time (A4) (BW)	Approx. 7.4 seconds or less
Copy Resolution (dpi)	600 × 600
Multiple Copies	Up to 9,999 copies
Copy Density	Automatic or Manual (9 Levels)
Magnification	25% – 400% (1% Increments) Preset reduction/enlargement: 25%, 50%, 61%, 70%, 81%, 86%, 100%, 115%, 122%, 141%, 200%, 400%
Copy Features	Preset R/E Ratios by Area, Two-Sided, Density Adjustment, Original Type Selection, Interrupt Mode, Book to Two Pages, Two-sided Original, Sort, Job Build, N on 1, Different Size Originals, Sharpness, Erase Frame, Gutter, Copy ID Card, Free Size Original, Reserved copy, Copy Sample
Scan Type	Optional: Duplexing Automatic Document Feeder [2-sided to 2-sided] (DADF-AZ2) or Platen Cover (Platen Cover-AA1)
Document Feeder Paper Capacity (80 gsm)	DADF-AZ2: 50 Sheets
Acceptable Originals and Weights	Platen: Sheet, Book Document Feeder media weight: 1-sided scanning: 37 to 128 gsm (BW/CL) 2-sided scanning: 52 to 128 gsm (BW/CL)  Only 1-sheet feeding is supported in 37-52 and 105-128 gsm.
Supported Media Sizes	Platen: Max. scanning size: 297.0 x 432.0 mm Document Feeder media size: A3, A4, A4R, A5, A5R, B4, B5, B5R Custom size: 139.7 x 148.5 mm to 297.0 x 432.0 mm
Scan Speed (ipm: BW/CL; A4)	DADF-AZ2: 1-sided Scanning: 35/25 (300 dpi, send), 25/13 (600 dpi, copy) 2-sided Scanning: 12/8 (300 dpi, send), 8/4 (600 dpi, copy)
Scan Resolution (dpi)	Scan for Copy: up to 600 x 600 Scan for Send: (Push,BW) up to 600 x 600, (Pull,BW) up to 600 x 600 (Push,CL) up to 300 x 300, (Pull,CL) up to 300 x 300 Scan for Fax: up to 600 x 600
Pull Scan	Color Network ScanGear2. For both TWAIN and WIA Supported OS: Windows® 7/8.1/10 Windows® Server 2008/Server 2008 R2/Server 2012/Server 2012 R2/Server 2016

Specifications	
<b>Item No. 5</b>	<b>A4 Photo Copier</b>
Functions	Print (Colour Laser Beam), Scan, Copy
First Printout Time (FPOT)(Mono / Colour)	Approx. 10.4 / 10.5 sec (A4)   10.3 / 10.3 sec (Letter)
Print Speed (A4)	Up to 21ppm (mono/colour)
Standard Interface	High-Speed USB 2.0, Ethernet/Fast Ethernet/Gigabit Ethernet, Wi-Fi
Automatic Document Feeder (ADF)	50 Sheets
Auto Duplex Printing	Standard   Paper Sizes (A4, B5, Letter, Legal, Executive, Foolscap, Indian Legal)
Recommended monthly print	250 – 2,500 pages   Monthly Duty Cycle (30,000 pages)
Toner Cartridge (Standard)	054 BK: 1,500 pages   054 C/M/Y: 1,200 pages
Toner Cartridge (High)	054H BK: 3,100 pages   054H C/M/Y: 2,300 pages
Other Features	Network Security, Mobile Print Solutions, Department ID, Secure Print, Application Library
<b>Item No. 6</b>	<b>Projector</b>
Type	Portable (Chargeable)
	Up to 500 lumens light output with 720p native resolution, 100% NTSC color saturation short throw lens provides 40”@1m to 120”@3m projection
	As a portable power backup (6000mAh) to charge mobile devices (ECO mode: 3.5 hours)
	Fast 3 sec. Auto focus and 2D Keystone adjustment with Corner Correction
	Offer a comprehensive set of connectivity: USB-C (signal input and power delivery), USB output, wireless mirroring, and HDMI.
	Palm size and lightweight

## SECTION - VI

### Section VII. General Conditions of Contract (GCC)

<b>1.Definitions</b>	<p>In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:</p> <p>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;</p> <p>b. " The contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligation:</p> <p>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;</p> <p>d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and operational and maintenance training of the supplied equipment.</p> <p>e. "The Purchaser" means the procuring entity purchasing the goods;</p> <p>f. "The Supplier" means the organization supplying the goods and services under the contract.</p>
<b>2. Technical Specification</b>	2.1 The goods supplied under this contract shall confirm to the standard mentioned in the Technical Specification.
<b>3. Patent Right</b>	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 country.
<b>4. Performance security</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.</p>
<b>5. Inspection and Tests</b>	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.

	<p>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.</p>
<b>6. Packing</b>	<p>6.1 The supplier should provide such packing of the goods as it is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.</p> <p>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.</p> <p>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.</p>
<b>7. Delivery of Goods</b>	<p>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.</p>
<b>8. Insurance</b>	<p>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.</p>
<b>9. Warranty</b>	<p>9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>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.</p> <p>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>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.</p>
<b>10. Payment</b>	<p>10.1 Payment shall be made in the Nepalese currency as specified in the SCC</p> <p>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.</p>
<b>11. Prices</b>	<p>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.</p>
<b>12. Changed Order</b>	<p>12.1 Where the Purchaser desires to make changes in Schedule of Requirement, it shall not exceed more than 15 percent.</p>
<b>13. Liquidated Damages</b>	<p>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</p>

	<p>delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.</p>
<p><b>14. Resolution of Disputes</b></p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <p>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>b. the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<p><b>15. Governing Language</b></p>	<p>The Governing Language shall be: Nepali or English.</p>
<p><b>16. Applicable Law</b></p>	<p>16.1 The applicable law shall be Laws of Nepal.</p>
<p><b>17. Notices</b></p>	<p>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</p> <p>17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
<p><b>18. Taxes and Duties</b></p>	<p>18.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the GON.</p>
<p><b>19. Operation, Maintenance and Spare-parts Manual</b></p>	<p>19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC.</p>
<p><b>20. Conduct of Suppliers</b></p>	<p>20.1 The Supplier shall be responsible to fulfill his obligation as per the requirement of the contract agreement, Quotation document, GON's Procurement Act and Regulations.</p> <p>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:</p>

	<p>a. give or propose improper inducement directly or indirectly,</p> <p>b. distortion or misrepresentation of facts</p> <p>c. engaging or being involved in corrupt or fraudulent practice</p> <p>d. interference in participation of other prospective bidders.</p> <p>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</p> <p>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.</p> <p>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.</p>
<b>21. Blacklisting Supplier</b>	<p>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.</p> <p>a. if it is proved that the supplier committed acts pursuant to the Subclause 20.2,</p> <p>b. if the supplier fails to sign an agreement pursuant to ITB Clause 24,</p> <p>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,</p> <p>d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</p> <p>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.</p>



## Section VIII Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

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

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: Shaheed Smriti Multiple Campus, Ratnanagar-3, Chitwan
GCC 4.1	<p>The Currency of of the performance Security shall be in Nepalese Rupees.</p> <p>The amount of the performance security shall be as follows:</p> <p>(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.</p> <p>(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:</p> <p>(iii) Performance Security Amount = <math>[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\%</math> of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
GCC 9.1	The warranty period shall be.....months/year
GCC 10	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p>1. The payment shall be made:</p> <p>(a) through accounts division</p>
GCC 10	<p>2. Payments shall be made in Nepalese Rupees in the following manner:</p> <p>On Delivery and acceptance: One Hundred (100)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser, and upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s</p> <p>TDS shall be deducted as per the prevailing rules and regulations.</p>
GCC 17.1	<p>For notices, the Purchaser's address shall be: Shaheed Smriti Multiple Campus, Ratnanagar-3, Chitwan</p> <p>Contact number: 9855062047</p>
	For notices, the Suppliers's address shall be:

Clause	Item
	<p>Name and Address of the Supplier:</p> <p>Telephone number:</p> <p>e-mail Address:</p> <p>Facsimile number:</p>
GCC 19.1	<p>The Supplier shall supply...[Specify number of copy/ies] manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English and Nepali language as specified in SCC.</p>

## SECTION - IX

### Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

# 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 Quotation dated .....(date) .....for execution of the.....(name of the contract and identification number, as given in the 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 contact this office to sign the formal contract agreement within 7 days with Performance Security of .....[specify the performance security amount computed as per ITB 22.2 and 25.1] consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

The Employer 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: .....

## Contract Agreement

THIS AGREEMENT made the .....day of ..... between..... name of the Purchaser ..... (hereinafter “the Purchaser”), of the one part, and .....name of the Supplier .....(hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser desires that the Works known as ..... name of the Contract .....should be executed by the Contractor, and has accepted a Quotation by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs .....[insert amount of contract price in words and figures including taxes] (hereinafter “the Contract Price”).

The Purchaser and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the Addenda Nos ..... insert addenda numbers if any .....
  - (d) the Special Conditions of Contract;
  - (e) the General Conditions of Contract;
  - (f) Bills of Quantities (BOQ);
  - (g) the Specification;
  - (h) the Drawings;
  - (i) the Activity Schedules; and
  - (j) .....[Specify if there are any other document ]
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month and year indicated above.

Signed by .....  
for and on behalf the Contractor in the presence  
of

Signed by.....  
for and on behalf of the Employer in the  
presence of

Witness, Name Signature, Address, Date

Witness, Name, Signature, Address, Date

# Performance Security

(On letterhead paper of the 'A' class commercial Bank)

..... *Bank's Name, and Address of Issuing Branch or Office* ..... Beneficiary:  
..... Name and Address of Employer .....  
Date: .....

Performance Guarantee No.: .....

We have been informed that ... *[insert name of the Contractor]* (hereinafter called "the Contractor") has been notified by you to sign the Contract No. .... *[insert reference number of the Contract]* for the execution of ..... *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we..... *[insert name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....*[insert name of the currency and amount in figures\*]* (..... .. *insert amount in words*) such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the.....Day of ..... \*\*, and any demand for payment under it must be received by us at this office on or before that date.

.....  
*Seal of Bank and Signature(s)*

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

\* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.

\*\* Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

# Advance Payment Security

(On letterhead paper of the 'A' class commercial Bank)

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

Beneficiary: ..... *Name and address of employer*

Date : .....

Advance Payment Guarantee No.....

We have been informed that .....has entered into Contract No. .... *Name and Address of Employer*.....*name of the Contractor*.....(hereinafter called "the Contractor")..reference number of the Contract.....dated ..... with you, for the execution of ...contract and brief description of Works ..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum..... name of the currency and amount in figures\*...(.... *amount in words* .....) is to be made against an advance payment guarantee.

At the request of the Contractor, we... ..... *name of the Bank* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....name of the currency and amount in figures\*..... .(..... *amount in words* ..... )upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ..... day of .....\*\*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....  
**Seal of Bank and Signature(s)**

## Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

\*The Guarantor shall insert an amount representing the amount of the advance payment in Nepalese Rupees of the advance payment as specified in the Contract.

\*\* Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".