

BIDDING DOCUMENT

For

Supply, Delivery and Installation of the Biometric Attendance Machine with Centralized Unicode Web-based e-attendance Software

(Sealed Quotation)



Signature

शेखर आचार्य

प्रशासनिक अधिकृत



Issued by:

Mandan Deupur Municipality

Mahadevsthan, Kavre

Issued on: 2075/02/22

Sealed Quotation No.: 08-074/75



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Section I: Invitation for Sealed Quotation

Mandan Deupur Municipality

Mahadevsthan, Kavre

Invitation for Sealed Quotation

Sealed Quotation No: SQ 08/2074-75

Date of publication: 2075/02/22 B.S



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1. The Mandan Deupur Municipality, Mahadevsthan, Kavre invites sealed quotation from eligible bidders for the Supply, Delivery and Installation of the Biometric Attendance Machine with Centralized Unicode Web-based e-attendance Software.
2. Eligible Bidders may obtain further information and inspect the sealed quotation from the office of Mandan Deupur Municipality.
3. Sealed Quotation form may be purchased by eligible Bidders on the submission of a written application, along with the certified copy of company/firm registration certificate, VAT registration certificate and Tax clearance certificate of fiscal year 073/74 and self-declaration from the office of **Mandan Deupur Municipality** and upon payment of a non-refundable fee of Rs. 1,000, within office hour of 15th day of date of notice publication.
4. Sealed quotation must be submitted to the office of **Mandan Deupur Municipality, Mahadevsthan, Kavre** on or before **12:00 hrs of 2075/03/06 B.S.** quotation received after this deadline shall not be accepted.
5. Sealed Quotation must be valid for a period of 30 days after opening of Sealed Quotations and must be accompanied Bank Deposit, Voucher as Cash Security on depositing following address or bid security of "A" Class Commercial Bank specified by Nepal Rastra Bank, amounting 2.5% of total cost on inclusive of 13% VAT, which shall be valid for 75 days after opening date of the Sealed Quotations.
6. Sealed Quotation shall be opened in the presence of Suppliers representatives who choose to attend **13:00 hrs of 2075/03/04 B.S.** at the office of **Mandan Deupur Municipality, Mahadevsthan, Kavre.**

Information to deposit the bid security in Bank

Name of the Bank: Janata Bank Nepal Ltd, Mahadevsthan, Kunta, Kavre

Office Code: Mandan Deupur Municipality

Account No.: 062009049687404

7. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day. In such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.
8. The Purchaser reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.
9. Matters not covered by this notice shall be in accordance with Public Procurement Act-2063, Public Procurement Regulation-2064 and their amendments.

Chief Executive Officer

Mandan Deupur Municipality



Signature

Section II: Instructions to Bidders

1. Scope of Works

The Purchaser stated in the Invitation for Quotation invites bids for the supply, delivery and installation of the Complete set of Digital Level provided herein. .

2. Eligible Bidder

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

- Up to date Firm/Company Registration Certificate
- VAT and PAN Registration Certificates
- Tax Clearance Certificate
- Power of Attorney
- Other documents as needed

3. One Bid per Bidder

Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.

4. Content of Quotation Form

The Quotation Form comprise the documents listed below:

- Invitation for Sealed Quotations
- Instructions to Bidders
- General Conditions of Contract (GCC)
- Schedule of Requirements
- Technical Specifications
- Qualification Criteria
- Quotation and Price Schedules
- Sample forms

5. Clarification

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

6. Language of Quotation

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

7. Documents Comprising Quotation

The Quotation by the Bidder shall comprise the following:

- Quotation and Price Schedules
- Bid Security
- Schedule of Requirements

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- d. Technical Specifications
- e. Authorization Letter

8. Quotation Prices

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

All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.

Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.

9. Quotation Validity

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

10. Quotation Security

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

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

11. Format and Signing of Quotations

The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.

12. Sealing and Marking of Quotations

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

13. Deadline for Submission of Quotations

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

14. Late Quotation

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

15. Modification And Withdrawal

Quotations once submitted shall not be withdrawn or modified.

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16. Bid Opening

The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Quotation.

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

17. Process to be Confidential

Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.

18. Examination of Quotations

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; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.

19. Evaluation and Comparison of Quotations

19.1 In evaluating the Quotations, the Purchaser shall determine for each Quotation the evaluated Bid Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:

- where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern

19.2 If the Bidder does not accept the corrected amount, the Quotation shall be rejected and the Security pursuant to Clause 10 may be forfeited.

20. Award of Contract

The Purchaser shall decide the award of the contract, within 15 days of the opening of the quotation, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.

21. Purchaser's Right to Accept or

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,

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Reject

without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder(s)

**22. Notification
of Award
and Signing
of Agreement**

22.1 The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the award by the Purchaser. Within 7 days of receipt of the notification, the successful Bidder shall deliver the Performance Security pursuant to Clause 23 and sign the Agreement.

22.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Security, upon which the Contract shall then be awarded to the next successive successful Bidder.

**23. Performance
Security**

The successful Bidder shall deliver to the Purchaser a Performance Security in cash or Bank Guarantee acceptable to the Purchaser equivalent to 5% of the Quotation amount.

Section III: 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

The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.

3. Patent Right

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 (7) days of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Sub - Clause 4.3 of the Conditions of Contract in the Performance Security Form provided in the Bidding Documents.

4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make

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the award to the next lowest Supplier or call for new sealed quotations.

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4.3 The performance security will be as follows:

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

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

4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.

5. Inspection and Tests

The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises.

6. 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.



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

8. Insurance

- 8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

- 8.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

9. 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 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 currency in which the contract price has been stated in the Supplier's Sealed Quotation.

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

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

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

11. Prices

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

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

14.1 If any dispute or difference of any kind whatsoever shall

Disputes

arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after 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,

- the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- the Purchaser shall pay the Supplier any monies due the Supplier.

15. Governing Language

The Governing Language shall be: Nepali or English

16. Applicable Law

16.1 The applicable law shall be Laws of Nepal.

17. Notices

17.1 Purchaser's address for notice purposes:

Mandan Deupur Municipality, Mahadevsthan, Kavre

17.2 Supplier's address for notice purposes:

18. Taxes and Duties

The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.



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19. Operation, Maintenance and Spare-parts Manuals

The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).

20. Conduct of Suppliers

20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.

20.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- c. engaging or being involved in corrupt or fraudulent practice
- d. Interference in participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..
- g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

21. Blacklisting Supplier

Without prejudice to any right of the Purchaser under this Contract, Public Procurement monitoring office (PPMO), on recommendation from Mandan Deupur Municipality (LMTC), may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier:

- a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2,
- b. if the supplier fails to sign an agreement pursuant to



ITB Clause 22,

- c. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.

21.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO

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Section IV: Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date, which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. 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 international or national transit to the Project Site or to another common place.

Number	Description	Quantity	Delivery Schedule in weeks/ months
1	Biometric Attendance Machine with Centralized Unicode Webbased e-attendance Software	50 Set	Earliest: 7 days from the date of contract Last: 15 days from the date of contract
2	Installation, Fitting, Networking & Training on Site	50 set	Earliest: 7 days from the date of contract Last: 15 days from the date of contract

Section V: Technical Specifications

Biometric Fingerprint Attendance Machine with Webbased Unicode Software

a. Hardware

Parameter	Discription	Bidders Should Fill Compliance/Partially Compliance/Non Compliance
Brand	Internationally recognized	
Display	Minimum 2.8 inch Touch Screen	
Finger Capacity	Minimum 2000	
Id Card Capacity	2000(Optional)	
Logs	Minimum 100000	
Communication	TCP/IP, USB Host	
Standard Functions	Work code, DST, Automatic status switch, Self-Service Query, SMS, T9 input, 9 Digit User ID, Scheduled Bell, Photo ID, Simple Access Control or External Bell	
Power Supply	12V Minimum 1.5A	
Battery Charge Capacity	Upto 4 hours	
Optional Function	Mifare	
Operating Humidity	20% - 80%	
Documents	All documents like Brochures, Booklets, Product profile etc. should be submitted at the time of bid submission	
Warranty & Support	1 (One) year for part and Service without any Cost	
Installation	Should install the device to respective office along with software including Network and Cables	

b. Web-based Centralized Unicode Attendance Software

Parameter	Features	Bidders Should Fill Compliance/Partially Compliance/Non Compliance
	Web Based Government e-attendance Software	
	Web based Nepali Unicode based Application	
	User Management Function	
	Facility to add various Offices and access is given role based (Role Based User Administration)	
	Leave Management	
	Search Function	
	Online Application and Approval	
	Holiday Management	
	Shift Management	



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	Facility to Transfer employers to various wards/offices	
	Daily/Monthly/Yearly Report Generating and Printing Function	
	Nepali Language with Date Picker	
	English Language with Date Picker (Optional)	
	Email Interaction, Full mail based System and Mobile Support System	
	Automatic Import Attendance Log	
	Backup and Restore of Database	
	FAQ	
	Online Guide and Help Text	
	(Note: For offices without internet facility, standalone system must be installed now and should be change to web based after internet is available free of cost)	

Section VI: Qualification Criteria

The bidder must submit the following documents to demonstrate their eligibility to perform the **Contract**. **Non-submission of all the documents mentioned below shall result in the bid being NON-RESPONSIVE**

1. The bidder shall have a minimum of last three years specific experience in the supply of similar goods and related services of nature, quantity and of contract amount to government enterprises or private institutions.
2. Certificate drawn up after inspecting the goods to be procured by the competent quality control institution or recognized agency in respect of the specifications and quality of such goods or works.
3. The bidder should submit catalogue, authorization letter of hardware & software.
4. The specified technical specification will be used for selection of substantially responsive bid, as per Public Procurement rules, 2064.
5. Bid Document will be evaluated based on the information provided by the bidder on the section Technical Specification stated as fully compliant/partially compliant/non-compliant.
6. The bid document shall be considered invalid if any of the particulars fail to comply with the specification.
7. If any particulars fail to comply with the specifications set by purchaser by small margin, but is considered useful or functional, the purchaser may accept it, in accordance with the clause 61(6), 61(9) of the public procurement regulation 2064.
8. The bid document will be evaluated in three phase namely technical, commercial and financial evaluation.

Note: The above experience & qualification should be fully complied. The bidders who cannot provide necessary documents to prove their experience & qualification will be considered as Non-Responsive and hence will not be considered for further evaluation of their bid.



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Section VII: Quotation and Price Schedules

Date:

To: Mandan Deupur Municipality, Mahadevsthan, Kavre

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Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver **Supply, Delivery and Installation of the Biometric Attendance Machine with Centralized Unicode Web-based e-attendance Software** in conformity with the said SQ documents for the sum of NRs..... **Only** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this SQ.

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

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

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign SQ for and on behalf of _____



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Price Schedule for Domestic Goods Offered from within Nepal

Name of Supplier _____

Item	Description	Country of origin	Quantity	Unit price 2 EXW (in NRs)		Total price EXW per item (cols. 4 x 5)
				In figure	In words	
1	2	3	4	5		6
1	Biometric Attendance Machine with Centralized Unicode Web based e-attendance Software		50 set			
2	Installation, Fitting, Networking & Training on Site		50 set			
Total						
VAT						
Grand Total						
In Words:						

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

Name _____

In the capacity of _____

Signed _____

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

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



Date _____ Section VIII: Sample forms

1. Bid Security

Date :

To: *Mandan Deupur Municipality, Mahadevsthan, Kavre*

Whereas, (Hereinafter called "the Bidder") has submitted his Sealed Quotation (SQ) dated for the supply of Supply, Delivery and Installation of the **Biometric Attendance Machine with Centralized Unicode Web-based e-attendance Software** (hereinafter called "the Sealed Quotation").

Know all People by these presents that WE of Nepal having our registered office at (hereinafter called "the Bank") are bound unto (hereinafter called "the Purchaser") in the sum of Rs. only for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to ninety (90) days from the date of opening of the Sealed Quotation, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

[common seal of the bank]

[Handwritten signature]

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2. Form of Agreement

THIS AGREEMENT made the _____ day of _____ 20____ between Mandan Deupur Municipality (hereinafter called "the Purchaser") of the one part and _____ of _____ (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Sealed Quotation for goods and ancillary services, *complete set of Digital Level* 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. Quotation Form and the Price Schedule submitted by the Supplier;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The Conditions of Contract; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:

शेखर आचार्य
प्रशासकिय अधिकृत

3. Performance Security



Date :

To: *Mandan Deupur Municipality, Mahadevsthan, Kavre*

WHEREAS..... *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. dated _____ 20____ to supply Delivery and Installation of the Biometric Attendance Machine with Centralized Unicode Web-based e-attendance Software (hereinafter called "the Contract").

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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शेखर आचार्य
प्रमुख अधिकृत

4. Bank Guarantee for Advance Payment



शेखर आचार्य
प्रशासकिय अधिकृत

To: *Mandan Deupur Municipality, Mahadevsthan, Kavre*

*Agreement for the Supply, Delivery and Installation of the Biometric Attendance Machine
with Centralized Unicode Web-based e-attendance Software*

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, *[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]