



# ALL NEPAL FOOTBALL ASSOCIATION

ANFA Complex, Satdobato, Lalitpur, Nepal

## Request for Sealed Bid

for

### THE PROCUREMENT OF

### Vehicle Hiring Services for SAFF Women's Championship 2024

(Date: 17<sup>th</sup> to 30<sup>th</sup> October 2024)

Sealed Bid No.: ANFA/NCB/SB/2/081-082



Issued on: 20<sup>th</sup> September, 2024

Issued to: All

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## Section I. Invitation for Sealed Bid



### All Nepal Football Association

ANFA Complex, Satdobato, Lalitpur, Nepal

Sealed Bid No.: ANFA/NCB/SB/02/081-082

Date of first Publication: 20th September 2023

1. The All-Nepal Football Association (ANFA) invites sealed Bids for The Procurement of Vehicle Hiring Services for SAFF Women's Championship 2024.
2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of All Nepal Football Association (ANFA), Satdobato, Lalitpur Ph. no. 01-5201060 Email: nep@the-afc.com or through website; [www.the-anfa.com](http://www.the-anfa.com) (more>downloads>general>Vehicle Hiring for Women's SAFF)
3. Bidder who chooses to submit their bid may purchase the hard copy of the bidding documents as mentioned above. Bidders submitting their bids, should deposit the cost of bidding document of NRs. 1000.00 in the following Rajaswa (revenue) account as specified below:

#### Information to deposit the cost of bidding document in Bank:

Name of the Bank: Nepal Investment Bank Limited, Durbar Marg

Name of the Office: All Nepal Football Association

Office Account No.: 00101010031354

4. Sealed bids must be submitted to the office of All Nepal Football Association (ANFA), Satdobato, Lalitpur on or before 12.00 PM on 30<sup>th</sup> September 2024. Bids received after this deadline will be rejected.
5. The bids will be opened in the presence of Bidders' representatives who choose to attend at 14.00 PM on 30<sup>th</sup> September 2024 at the office All Nepal Football Association (ANFA), Satdobato, Lalitpur. Bids must be valid for a period of 30 days after bid opening and must be accompanied by a bid security amounting to a minimum of NRs. 71,000.00, which shall be valid for 45 days beyond the validity period of the bid.
6. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Bids without assigning any reason, whatsoever.

*ANFA*



## Section II. Instructions to Bidder

<p><b>1. Scope of Works</b></p>	<p>1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.</p>
<p><b>2. Eligible Bidder</b></p>	<p>2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.</p> <ol style="list-style-type: none"> <li>a) Up to date Firm/Company Registration Certificate</li> <li>b) VAT and PAN Registration Certificates</li> <li>c) Tax Clearance Certificate for the Fiscal Year 2079/80</li> <li>d) Business registration certificate (if required)</li> <li>e) Power of Attorney to sign the Sealed Bid</li> <li>f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Sealed Bid is submitted from JV. Other</li> <li>g) Documents as needed [Please specify]</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>
<p><b>3. One Bid per Bidder</b></p>	<p>3.1 Each Bidder shall submit only one Bid, A Bidder who submits more than one Bid shall cause all the Bids with the Bidder's participation to be disqualified.</p>
<p><b>4. Cost of Bidding</b></p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotatio and the Purchaser shall in no case be liable for those costs.</p>
<p><b>5. Site Visit</b></p>	<p>5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.</p>
<p><b>6. Content of Bid Form</b></p>	<p>6.1 The Bid Form comprise the documents listed below:</p> <ol style="list-style-type: none"> <li>1. Section I: Invitation for Sealed Bid (SB)</li> <li>2. Section II: Instructions to Bidders</li> <li>3. Section III: Bid Data Sheet</li> <li>4. Section IV Bid Forms and Price Schedule</li> <li>5. Section V: Schedule of Requirements</li> <li>6. Section VI: General Conditions of Contract (GCC)</li> <li>7. Section VII: Special Conditions of Contract</li> </ol>



	8. Section VIII: Contract Form
7. Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the Bid Form from the the Purchaser on or before 5 days prior to the deadline for submission of Bid.
8. Language of Bid	8.1 All documents relating to the Bid shall be in English or in Nepali.
9. Documents Comprising Bid	9.1 The Bid by the Bidder shall comprise the following: <ul style="list-style-type: none"> <li>a. Bid Form and Price Schedules</li> <li>b. Bid Security</li> <li>c. Schedule of Requirements</li> </ul>
10. Bid Prices	10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract. 10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder. 10.3 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
11. Bid Validity	11.1 The Sealed Bid shall remain valid for the period of 45 days after opening of the Bid. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
12. Bid/Bid Security	12.1 The Bidder shall furnish as part of its Sealed Bid, in original form, a bid security <b>as specified in the BDS</b> . In case of e-submission of Bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Bid should be the same otherwise the Sealed Bid shall be non-responsive. 12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms: <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee from <b>Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law</b> or;</li> <li>(b) a cash deposit voucher in the Purchaser's Account as specified in <b>the BDS</b></li> </ul> <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>

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	<p>12.3 Any Sealed Bid not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>12.4 The Bid security shall be forfeited if:</p> <ul style="list-style-type: none"> <li>(a) a Bidder requests for withdrawal or modification during the period of Bid validity specified by the Bidder on the Letter of Bid, after Sealed Bid submission deadline.</li> <li>(b) a Bidder changes the prices or substance of the Sealed Bid while providing information;</li> <li>(c) a Bidder involves in fraud and corruption pursuant to clause 26;</li> <li>(d) the successful Bidder fails to:             <ul style="list-style-type: none"> <li>(i) furnish a performance security in accordance with clause 25;</li> <li>(ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or</li> <li>(iii) accept the correction of arithmetical errors pursuant to clause 19.1</li> <li>(iv) fails to provide the clarification of its Bid by the date and time set in the Purchaser's request for clarification</li> </ul> </li> </ul>
<p><b>13. Format and Signing of Bids</b></p>	<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 initialled by the same authorized person.</p>
<p><b>14. Sealing and Marking of Bids</b></p>	<p>14.1 Bidders may submit their bids by manually or by electronically. 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 as specified in the BDS and shall bear the name and identification number of the Sealed Bid.</p> <p>14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS</p>
<p><b>15. Deadline for Submission of Bids</b></p>	<p>15.1 Bids shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.</p>
<p><b>16. Late Bid</b></p>	<p>16.1 Any Bid received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.</p>
<p><b>17. Modification And Withdrawal</b></p>	<p>17.1 Sealed Bids once submitted shall not be withdrawn or modified.</p>

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<p><b>18. Bid Opening</b></p>	<p>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 as specified in the BDS</p> <p>18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
<p><b>19. Process to be Confidential</b></p>	<p>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 Bid evaluation, comparison or contract award decisions may result in rejection of Bidder's Bid.</p>
<p><b>20. Examination of Bids</b></p>	<p>20.1 Prior to the detailed evaluation of Bids, the Purchaser shall determine whether each Bid</p> <ul style="list-style-type: none"> <li>(a) meets the eligibility criteria defined in Clause 2;</li> <li>(b) has been properly signed by the authorized person;</li> <li>(c) is accompanied by the required securities; and</li> <li>(d) is substantially responsive to the requirements of the Bidding documents.</li> </ul>
<p><b>21. Evaluation and Comparison of Bids</b></p>	<p>21.1 In evaluating the Bids, the Purchaser shall determine for each Sealed Bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(c) If there is a discrepancy between the Bid price in the Summary of Price Schedule and the Bid amount in item (c) of the Letter of Bid, the price in the Summary of Price Schedule will prevail and the Bid amount in item (c) of the Letter of Bid will be corrected.</li> <li>(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.</li> </ul> <p>21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Bid as per ITB-9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the</p>

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	<p>correction of errors, its bid shall be disqualified and its Bid security shall be forfeited.</p> <p>21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>22. Award of Contract</b></p>	<p>22.1 The Purchaser shall decide the award of the contract to the Bidder whose Bid is within the approved estimate and who has offered the lowest evaluated Price within Bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>23. Purchaser's Right to Accept or Reject</b></p>	<p>23.1 The Purchaser reserves the right to accept or reject any Bid or to cancel the bidding process and reject all Bids, 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.</p>
<p><b>24. Notification of Award and Signing of Agreement</b></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 the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall sign the contract.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Bid Security and , upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
<p><b>25. Performance Security</b></p>	<p>25.1 The bid security shall be considered as the Performance security for the Successful bidder after signing of contract.</p>
<p><b>26. Corrupt or Fraudulent Practices</b></p>	<p>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.</p> <p>26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>27. Conduct of</b></p>	<p>27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's</p>

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<p>Bidders</p>	<p>Procurement Act and Regulations.</p> <p>27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> <li>a) give or propose improper inducement directly or indirectly,</li> <li>b) distortion or misrepresentation of facts</li> <li>c) engaging or being involved in corrupt or fraudulent practice</li> <li>d) interference in participation of other prospective bidders.</li> <li>e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,</li> <li>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..</li> </ul> <p>27.3 contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract</p>
<p><b>28. Blacklisting Bidder</b></p>	<p>28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</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/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 ,</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> <li>e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.,</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>

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## SECTION - III Bid Data Sheet

ITB 1	<p>The scope of Supply is: The Procurement of Vehicle Hiring Services for SAFF Women's Championship 2024.</p> <p>The number of the Invitation for Sealed Bid (SQ) is : ANFA/NCB/SB/2/081-082</p> <p>The Purchaser is: All Nepal Football Association (ANFA)</p> <p>The name of the Project is: None</p>
ITB 12.1	<p>The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of <i>NRs.</i> 71,000.00 , which shall be valid for 45 days beyond the validity period of the bid.</p>
ITB 12.2 (b)	<p>Cash Deposit Account for Bid Security:</p> <p>Name of the Bank: Nepal Investment Bank Limited,</p> <p>Bank Address: Durbarmarg</p> <p>Account holder's Name: All Nepal Football Association (ANFA)</p> <p>Account Number: . 00101010031354</p>
ITB 14.1	<p>Bidders shall not have the option of submitting their bids electronically.</p>
	<p>The pre bid Meeting shall not be held.</p>
ITB 15	<p>The deadline for Sealed Bid submission is:</p> <p>Date: 30<sup>th</sup> September 2024</p> <p>Time : 12.00 PM</p> <p>Address: All Nepal Football Association (ANFA)</p>
ITB 18	<p>The Sealed Bid opening shall take place at :</p> <p>Address : All Nepal Football Association (ANFA)</p> <p>Date: : 30<sup>th</sup> September 2024</p> <p>Time : 14.00 PM</p>

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## Section IV. Bid Form and Price Schedule

### 1. Bid and Price Schedules

Date: .....

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

Gentlemen and/or Ladies:

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

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to the amount as stated in the ITB Clause 25 for the due performance of the Contract, in the form prescribed by the Purchaser.

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign SQ for and on behalf of \_\_\_\_\_



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

## 2. Bidder's Information Form

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

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

Agub



### 3. Price Schedule for Goods

Name of Bidder \_\_\_\_\_ Contract Identification Number \_\_\_\_\_

SN	Description	Unit	Quantity	Unit Price		Total Price (in NRs) (cols. 4x5)
				(in NRs)		
				In Figure	In Words	
1	2	3	4	5		4x5=6
1	Airport Pick and Hotel Drop (Shuttle Bus)	6	transfers			
2	Buses at Disposal (7 bus x 17 days)	119	days			
3	Car Disposal (7 car x 17 days)	119	days			
4	Luggage Vans (Airport Shuttle) – [6 teams x 2 times]	12	transfers			
5	Hotel to Airport Drop (Shuttle Bus)	6	transfers			
6	Micro Bus Disposal For Referees (for match days and airport pickup/drop)	17	days			
7	Sedan Car Disposal - For Match Commissioner	17	days			
8	Sedan Car Disposal - For Referee Accessor	17	days			
9	Sedan Car Disposal - For SAFF Delegate	17	days			
10	Hotel to Airport Drop (Sedan Car) – For Officials	8	transfers			
			Sub-Total			
			Vat added (13%)			
			Grand Total			

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Section II. Instructions to Bidders

Note: Unit price shall include all duties and taxes, transportation cost to the final destination and insurance cost. Also, the quantity mentioned above are indicative and there might be some deviation as per competition requirements and format, ANFA reserves the right for such deviations in quantity or vehicles. Successful bidder must bill ANFA on Actual Basis with reference to actual vehicular movement as per approved log sheet.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Sealed Bid for and on behalf of \_\_\_\_\_

Date: \_\_\_\_\_

*Handwritten signature*



\_\_\_\_\_

### 4. Bid Security

**Bank's Name, and Address of Issuing Branch or Office**  
(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: ..... name and address of Employer.....  
Date:.....  
Bid Security No.: .....

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

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

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

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity,
  - (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the 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).

*[Handwritten Signature]*  


## Section V. Schedule of Requirements

### 1. Delivery and Completion Schedule

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

Number	Description	Quantity	Unit	Required Delivery Schedule (In Days/weeks/months from the date of signing the contract)
1	Airport Pick and Hotel Drop (Shuttle Bus)	6	transfers	Between 17 days during the tournament of SAFF Women's Championship (15-31 <sup>st</sup> October)
2	7 Buses Disposal for Teams	17	Days	
3	7 Car Disposal for Teams	17	Days	
4	Hotel to Airport Drop (Shuttle Bus)	6	transfers	
5	Luggage Vans (Airport Shuttle) for 5 travelling teams from Airport to Hotel and back	10	transfers	
6	Micro Van Disposal for Referee	17	Days	
7	Car Disposal for Match Commissioner	17	Days	
8	Car Disposal for Referee Accessor	17	Days	
9	Car Disposal for SAFF Representative	17	Days	

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## 2. Technical Specifications

### Providing Vehicle Hiring Services for SAFF Women's Championship 2024

1. The cost should include the cost of the vehicle, driver and fuel for the full day operation as per requirement of the officials of ANFA.
2. The vehicle should be in good condition and selected vendor shall be responsible for all vehicle insurances.
3. Micro Van/Hiace for Referees must be 10-seater and should be able to safely accommodate Referees, Assistant Referees and Fourth Official.
4. Ensuring transportation facilities with safety measures Is a must.
5. The vehicle should have a green sticker as per Nepal Vehicle Emission Standard.
6. The vehicle should be clean and free from any smells.
7. The vehicle should have cleared all taxes as required by the GoN.
8. The supplier must keep a proper log-book for transportation/movements during the service deputation period. Which must be approved and verified by ANFA Authorities.

**To be Noted:** The requirement is for a period from 15 th to 31st October 2024 depending on the type of vehicle during the tournament for SAFF Women's Championship 2024, Kathmandu, Nepal. Some teams might arrive a day early or leave early (as per competition rules) so the service provider must be ready to make quick adjustments as per requirement. Also note that the team departure will depend on competition proceedings (as per competition rules and eliminations), therefore the service provider is to make adjustments for the same (billing to be done on actual basis). A proper Vehicle Log Book is to be maintained by the selected vendor for all transportations and movements. Tournament Schedule to be provided by ANFA later to selected vendors.

*[Handwritten signature]*



## Section VI. General Conditions of Contract

<p><b>1. Definitions</b></p>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;</li> <li>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;</li> <li>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.</li> <li>e. "The Purchaser" means the procuring entity purchasing the goods;</li> <li>f. "The Supplier" means the organization supplying the goods and services under this contract.</li> </ul>
<p><b>2. Technical Specification</b></p>	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
<p><b>3. Patent Right</b></p>	<p>3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.</p>
<p><b>4. Performance Security</b></p>	<p>4.1 The bid security shall be considered as the Performance security for the Successful bidder after signing of contract.</p>
<p><b>5. Inspection and Tests</b></p>	<p>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> <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>
<p><b>6. Packing</b></p>	<p>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.</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</p>

*[Handwritten Signature]*



	comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.
7. Delivery of Goods	7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
8. Insurance	N/A
9. Warranty	N/A
10. Payment	10.1 Payment shall be made in the Nepalese currency as specified in the SCC 10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.
11. Prices	11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed Bid.
12. Changed Order	12.1 Where the Purchaser desires to make changes in <b>Schedule of Requirement</b> , it shall not exceed more than 15 percent.
13. Liquidated Damages	13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
14. Resolution of Disputes	14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. 14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA). 14.3 Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the

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	<p>Contract unless they otherwise agree; and</p> <p>b. the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>15. Governing Language</b>	15.1 The Governing Language shall be: Nepali or English
<b>16. Applicable Law</b>	16.1 The applicable law shall be Laws of Nepal.
<b>17. Notices</b>	<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>
<b>18. Taxes and Duties</b>	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
<b>19. Operation, Maintenance and Spare-parts Manuals</b>	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC..
<b>20. Conduct of Suppliers</b>	<p>20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bid documents, GoN's Procurement Act and Regulations.</p> <p>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 :</p> <ol style="list-style-type: none"> <li>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent practice</li> <li>d. interference in participation of other prospective bidders.</li> <li>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>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..</li> <li>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</li> </ol>
<b>21. Blacklisting</b>	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

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<p><b>Supplier</b></p>	<p>his conduct up to three years on the following grounds and seriousness of the act committed by the supplier:</p> <ol style="list-style-type: none"> <li>a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2,</li> <li>b. if the supplier fails to sign an agreement pursuant to ITB Clause 24,</li> <li>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 ,</li> <li>d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</li> </ol> <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>
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*Handwritten signature*



## Section VII - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

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

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: <b>All Nepal Football Association (ANFA), Satdobato</b>
GCC 4.1	The bid security shall be considered as the Performance security for the Successful bidder after signing of contract.
GCC 9.1	N/A
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: <b>1. The payment shall be made:</b> <b>(a) through accounts division/unit of the Purchaser</b>
GCC 10	<b>2. Payments shall be made in Nepalese Rupees in the following manner:</b> After Contract Signing: Minimum thirty (30) percent of the contract price of goods and related services shall be paid within 7 days of formal contract signing. On Delivery and acceptance: Balance Seventy (70) percent of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the related and upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s
GCC 9.1	N/A TDS shall be deducted as per the prevailing rules and regulations.
GCC 17.1	For <b>notices</b> , the Purchaser's address shall be: <u><b>insert full name and address of Purchaser including telephone number, facsimile number and electronic mail address (if applicable)</b></u> General Secretary, Address: All Nepal Football Association (ANFA), ANFA Complex, Satdobato, Lalitpur, Nepal Ph. no. 01-5201060 Email: nep@the-afc.com
GCC 10	For <b>notices</b> , the Suppliers's address shall be: <u><b>insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)</b></u> Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:

*[Handwritten Signature]*



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**Section VIII. Contract Form**

**1. Letter of Acceptance**

*[on letterhead paper of the Purchaser]*

Date.....

To: *name and address of the Contractor*

Subject: ..... *Notification of Award*

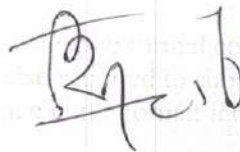
This is to notify that your Sealed Bid dated .... for execution of the ..... *name of the contract and identification number, as given in the Contract Data/SCC* ..... for the Contract price of Nepalese Rupees [*insert amount in figures and words in Nepalese Rupees*], as corrected in accordance with the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

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

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

Authorized Signature: .....

Name and Title of Signatory: .....





## 2. Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of Purchaser] (hereinafter called "the Purchaser") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:

