

BIDDING DOCUMENT

FOR

Supply of Annual Subscription Service of User Based Similarity
Checking Software (for 3300 user)

SEALED QUOTATION

Issued by:
Nepal Open University
Manbhawan, Lalitpur
Contract ID No. 01/080/081



2080 2081

Khagendra Prasad
Anwar

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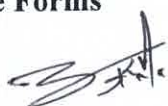
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Name of the Office: Nepal Open University.
Address of the Office: Manbhawan, Lalitpur
Contract ID No. **01/080/081**

मानभवन, ललितपुर

094993950

www.nou.edu.np

लागि सिलबन्दी दरभाउपत्र आव्हानको सूचना

(प्रथम पटक प्रकाशित मिति: २०८१।०२।०४)

१. सिलबन्दी दरभाउपत्र फारम यो सूचना प्रथम पटक प्रकाशित भएको मितिले १५औँ दिनको कार्यालय समयसम्ममा फर्म/संस्था/कम्पनीको लिखित निवेदन (फर्म दर्ता, भ्याट/प्यान दर्ता र आ.व. २०७९/८० को करचुक्ता प्रमाणपत्रका प्रमाणित प्रतिलिपि संलग्न गरी) पेश गरी यस विश्वविद्यालयबाट तपसिल बमोजिमको दस्तुर बुझाई खरिद गर्न सकिने छ । विदेशी आपूर्तिकर्ताको हकमा नेपाल खुला विश्वविद्यालयको वेबसाईटबाट दरभाउपत्र डाउनलोडगरी दरभाउपत्र भरेर खाम भित्र राखेर शिलबन्दी गरी तोकिएको म्याद भित्र विश्वविद्यालयमा आईपुग्नेगरी नेपाल खुला विश्वविद्यालय, मानभवन, ललितपुर (Nepal Open University, Manbawan, Lalitpur) को ठेगानामा हुलाक वा कुरियर वा bid @nou.edu.np मा इमेल विधिबाट पठाउन सकिनेछ।

दरभाउपत्र/ ठेक्का नं.	विवरण	दरभाउपत्र फारम दस्तुर रु.	दरभाउपत्र जमानत रकम रु.	दरभाउपत्र दाखिला गर्ने माध्यम
01/080-81	Supply of Annual Subscription service for Similarity Checking Software	रु ५०० ।-	०	सिलबन्दी दर्ता / इमेल

२. दरभाउपत्र वापत माथि उल्लेखित रकम बराबर यस विश्वविद्यालयको नाममा जारी भएको राष्ट्रिय वाणिज्य बैंक लिमिटेड, सानोठिमी शाखामा रहेको खाता नं. १९२०००२२२००१ मा रकम जम्मा गरेको सक्कलै बैंक भौचर/ वा सोको प्रतिलिपि संलग्न गर्नु पर्नेछ ।
३. दरभाउपत्र फारम सिलबन्दी गरी प्रथम पटक सूचना प्रकाशित भएको मितिले १६ औं दिन दिनको १२:०० बजे भित्र यस विश्वविद्यालयको प्रशासन शाखामा दर्ता गराई सक्नुपर्नेछ वा इमेलमा प्राप्त हुनुपर्नेछ ।
४. दर्ता हुन आएका दरभाउपत्र फारमहरु प्रथम पटक यो सूचना प्रकाशित भएको मितिले १६ औं दिन दिनको २:०० बजे विश्वविद्यालयको प्रशासन शाखामा उपस्थित फर्म/कम्पनी र अन्य प्रतिनिधिहरुको रोहवरमा खोल्नेछ । तर कम्पनी/फर्मको प्रतिनिधिहरु उपस्थित नभएमा पनि दरभाउपत्र खोल्न बाधा पर्ने छैन । दरभाउपत्र खोल्न सहभागी हुन चाहने फर्म/कम्पनीका प्रतिनिधिलाई आधिकारिक पत्र सहित आफ्नो पहिचान खुल्ने परिचयपत्र अनिवार्य रूपमा लिई आउनुहुन अनुरोध गरिएको छ । अन्यथा दरभाउपत्र खोल्ने स्थानमा प्रवेश दिइने छैन । दरभाउपत्र फारम खरिद गर्ने र दर्ता गर्ने अन्तिम दिन एवम् दरभाउपत्र खोल्ने दिन सार्वजनिक विदा पर्न गएमा ती कार्यहरु भोलिपल्ट कार्यालय खुलेको दिन सोही समयमा गरिनेछ ।
५. दरभाउपत्रदाताको कानुनी ग्राह्यताको आधार तथा त्यस्तो आधार प्रमाणित गर्न दरभाउपत्रदाताले सिलबन्दी दरभाउपत्रसाथ देहायका कागजातहरु पेश गर्नुपर्नेछ :
(क) फर्म/संस्था/कम्पनीदर्ता प्रमाणपत्रको प्रमाणित प्रतिलिपि (ख) मूल्यअभिवृद्धि कर र पानदर्ता प्रमाणपत्रको प्रमाणित प्रतिलिपि (ग) दरभाउपत्रदाताले खरिद कारवाहीमा भागलिन अयोग्य नभएको, प्रस्तावित खरिद कारवाहीमा स्वार्थ नबाफिएको र सम्बन्धित पेशा वा व्यवसाय सम्बन्धी कसुरमा आफूले सजाय नपाएको भनी लिखित रुपमा गरेको स्वघोषणाको सक्कल प्रति (घ) आ.व.२०७९/८० सम्मको करचुक्ता प्रमाणपत्रको प्रमाणित प्रतिलिपि वा कर विवरण पेश गरेको प्रमाण (ङ) फर्म/कम्पनीले आधिकारिक रूपमा प्रतिनिधि नियुक्त गरेको सक्कलै पत्र ।
६. दरभाउपत्र फारम बुझाउँदा सिलबन्दी गरी खामको बाहिर नेपाल खुला विश्वविद्यालयका लागि Plagiarism Checking Software सक्सक्रिप्सनका लागि सिलबन्दी दरभाउपत्र २०८१" भनी स्पष्टसँग उल्लेख गर्नु पर्नेछ ।
७. दरभाउपत्रदाताले उल्लेख गर्नुपर्ने विवरणहरु पूर्ण रुपमा उल्लेख नगरेको, दरभाउपत्र फारममा उल्लेख गर्नुपर्ने भनिएका कागजगातहरु दरभाउपत्रसाथ समावेश नगरेको र सार्वजनिक खरिद ऐन, २०६३ तथा नियमावली, २०६४ बमोजिम रीत नपुगी आएको दरभाउपत्रहरु उपर कुनै कारवाही गरिने छैन ।
८. दरभाउपत्र स्वीकृत गर्ने वा नगर्ने सम्पूर्ण अधिकार यस विश्वविद्यालयमा निहित रहने छ । विश्वविद्यालयले सारभूत रुपमा प्रभावग्राही रहेका दरभाउपत्रहरुमध्येबाट हरेक प्याकेजका लागि न्यूनतम रकम कबोल गर्ने दरभाउपत्रदाताको दरभाउपत्र पूर्ण वा आंशिक रुपमा स्वीकृत गर्न सक्नेछ ।
९. माथि उल्लेखित सर्तहरु बाहेक अन्य कुराहरु दरभाउपत्र फारम एवं प्रचलित कानून अनुसार हुनेछ ।
१०. यो सूचना विश्वविद्यालयको वेबसाइट www.nou.edu.np मा समेत हेर्न सकिनेछ । यस सम्बन्धी थप कुराको जानकारी आवश्यक परेमा कार्यालय खुलेको समयभित्र विश्वविद्यालयको प्रशासन शाखामा सम्पर्क राख्न सकिनेछ ।

Section II. Instructions to Bidder

1. Scope of Work	Nepal Open University, Manbawan, Lalitpur invites bids for the Purchase of Annual Subscription Service of User Based Similarity Checking Software (for 3300 users) as detailed in attached specifications and schedule of requirements provided herein
2. Eligible Bidder	This Invitation for Bids is open to all registered Suppliers with qualifications as described below: a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate d) Power of Attorney e) Other documents as mentioned on invitation for sealed quotation
3. One bid per bidder	Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Content of Quotation form	The Quotation Form comprise the documents listed below: 1. Invitation for Sealed Quotations 2. Instructions to Bidders 3. General Conditions of Contract (GCC) 4. Form of Agreement 5. Sample Forms 6. Schedule of Requirements 7. Technical Specifications
5. Clarification	A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the Purchaser stated in Invitation for Quotation.
6. Language of Quotation	All documents relating to the Quotation shall be in English or in Nepali.
7. Documents Comprising Quotation	The Quotation by the Bidder shall comprise the following: a. Quotation and Price Schedules b. Schedule of Requirements c. Technical Specifications
8. Quotation prices	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract. All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
9. Quotation validity	The Quotation shall remain valid for the period of 45 days after opening of the quotation.
10. Quotation security	Not Required
11. Format and Signing of Quotations	The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person

12. Sealing and Marking of Quotations	The Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to the Purchaser specified in the Invitation for Quotation and shall bear the name and identification number of the quotation
13. Deadline for Submission of Quotations	Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the Invitation for Quotation
14. Late Quotation	Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request
15. Modification and Withdrawal	Quotations once submitted shall not be withdrawn or modified
16. Bid Opening	<p>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..</p> <p>The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present</p>
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	<p>Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2;</p> <p>(b) has been properly signed;</p> <p>(c) is substantially responsive to the requirements of the Bidding documents</p> <p>d) technical qualification to provide the said service</p>
19. Evaluation and Comparison of Quotations	<p>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:</p> <ol style="list-style-type: none"> 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 <p>19.2 If the Bidder does not accept the corrected amount, the Quotation shall be rejected</p>
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.



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21. Purchaser's Right to Accept or Reject	The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
22. Notification of Award and Signing of Agreement	<p>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.</p> <p>22.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award</p>
23. Performance Security	N/A

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Section III. Conditions of Contract

1. Definitions	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</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 Software and Service 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 the operational and maintenance training of the supplied software and service.</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 this contract.</p>
2. Technical Specification	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
3. Right Patent	<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>
4. Performance Security	<p>N/A</p>
5. Inspection and Tests	<p>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>
6. Delivery of Service	<p>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>
7. Insurance	<p>7.1 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.</p> <p>7.2 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</p>
8. Warranty	<p>8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>8.2 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.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p>



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	<p>8.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser.</p> <p>8.5 The Supplier will be entitled to remove, at its own risk and cost, the defective goods.</p>
9. Payment	<p>9.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's Sealed Quotation.</p> <p>9.2 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.</p> <p>9.3 Payment of the goods to be imported from abroad shall be made in the following manner:</p> <ol style="list-style-type: none"> 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. 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 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. <p>In case the supplier is foreigner, procedural delay might happen due to further process at central bank.</p>
10. 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
11. Changed Order	Where the Purchaser desires to make changes in Schedule of Requirement, it shall not exceed more than 15 percent
12. Liquidated Damages	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
13. Resolution of Dispute	<p>13.1 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>

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	<p>13.2 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.</p> <p>13.2.1 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>13.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>13.3 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>
14. Governing Language	The Governing Language shall be: Nepali or English or both
15. Applicable Law	The applicable law shall be Laws of Nepal
16. Notices	<p>Purchaser's address for notice purposes: Nepal Open University, Manbhawan, Lalitpur.</p> <p>16.2 Supplier's address for notice purposes:</p>
17. Taxes and Duties	The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
18. 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).
19. Conduct of Suppliers	<p>19.1 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.</p> <p>19.2 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"> give or propose improper inducement directly or indirectly, distortion or misrepresentation of facts engaging or being involved in corrupt or fraudulent practice interference in participation of other prospective bidders. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids



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	during the period after opening of bids up to the notification of award of contract
20. Blacklisting of Suppliers	<p>20.1 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> <ol style="list-style-type: none"> if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2, if the supplier fails to sign an agreement pursuant to ITB Clause 22, 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 , if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract. <p>20.2 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.</p>
21. Special Condition	The bidder must provide (24X7X365) uptime, if the system is unavailable within the contact period then the bidder must compensate the equivalent time period on number of days to the client.

Section IV. Schedule of Requirements

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

S.N	Item Description	Qty	Physical Unit	Final Destination as specified on BDS	Delivery Date		
					Earliest Delivery Date	Acceptable Delivery Date	Bidder's Offered Delivery Date (to be provided by the bidder)
1.	2.	3.	4.	5.	6.	7.	8.
1	Supply of Annual Subscription service for Similarity Checking Software	1	Nos.	Nepal Open University, Manbhawan, Lalitpur, Nepal	7 days from the signing of the contract agreement	15 days from the signing of the contract agreement	

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Section V. Technical Specifications

Technical Specifications

Technical Specifications: Establishment of Similarity Checking Software with Reporting and Feedback system

S.N	Description	Particulars	Requirements
1	General		Establishment of Similarity Checking Software with reporting and feed backing system having capability to integrate with Learning Management System of Nepal Open University via API. Package annual subscription with flexibility for further extension. The Supplier shall provide rates for additional policies (Per User/Bundle package) beyond the minimum supply package.
2	Software features		Software shall feature a set of tools or mechanism to identify text based, grammar based, semantics based, hybrid and source code plagiarism by checking against the host network repository and the internet.
3	Plagiarism Detection	Clone	Detection of content submitted by copying others work like for like.
		Copy and Paste	Detection of content submitted by copying significant portions of text from single source.
		Key word alteration	Detection of content submitted by altering key words while retaining the essential content of the source.
		Paraphrasing	Detection of content submitted by paraphrasing or re-wording from multiple sources.
		No citation	Detection of content submitted by borrowing content from other sources without citation.
		Hybrid	Detection of content from perfectly cited sources but containing copied passages.
		Mix	Detection of content containing mixture of copied contents from multiple sources.
		Incorrect Citation	Detection of content containing wrong or inaccurate citations.
		Non original work	Detection of content containing proper citation to sources but containing no original work.
		Re-post	Detection of content containing proper citation but containing similar wording and structure.
		AI generated content	The software should have the capability to detect the content generated by the AI and show its similiarity % in the report.
4	Scaling assignment		The software shall feature program to scale submitted contents according to its type - claims, analysis, organization, language, development, clarity, scientific imagination etc.
5	Revision Assistant		The software shall feature a content drafting assistance program to provide students with immediate and actionable feedback on grammar, language, structure and evidences thus acting as a tutor while drafting the content.
6	Controls		The software shall feature an administrative module enabling the instructor to control features like submission, checking, exclusion of minor matches, display of grades etc.
7	Support Service		The supplier shall provide online and center based support service.
8	Training		The supplier shall provide training for use of service norms and software installation.
9	Integrability		API and technical support to integrate it with the LMS of the university.

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Estd.: 2016

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Firms' Eligibility:

1. Certificate of Company Registration, VAT Registration, and Tax Clearance
2. Self-declaration of no charge against breaching law.
3. In case of local representative(s) of the foreign suppliers, certificate of authorization.
4. In case of foreign suppliers, legal document of company registration at their home country.
5. Covering Letter

General Features of Plagiarism Checking System Software:

1. Integration features (API) in Learning Management System of the University.
2. Inclusion of University Document Library (Thesis, reports, assignments etc.) for similarity checking along with Online Materials.
3. Feature to exclude the given references (Materials).
4. Report Generation for the University.
5. Total number of concurrent subscribers 3300 (3000 students, 300 teachers)
6. Documents approved by the University (i.e., dissertations) should be easily uploaded.

Format of the Quotation:

S. No.	Details of the Items	Currency	Price inclusive VAT (figures) in NRs.	Price inclusive VAT (words) in NRs.	In case of Indian Suppliers		In case of Foreign Suppliers Except India	
					Price inclusive VAT (Figures) in INRs.	Price inclusive VAT (words) in INRs.	Price inclusive VAT (Figures) in US Dollar.	Price inclusive VAT (words) in US Dollar.
1	Supply of Annual Subscription service for Plagiarism Checking Software System (3300 users)							
2	Price for Subsequent years (6 years extended service)							

Note: The sealed documents should be submitted physically at NOU Central office or via Post Office or Currier Service or others means in case of foreign suppliers.

[Signature]

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Section: VI

INSPECTION AND TESTING

Inspection and tests of Goods and services at final acceptance are as follows:

- a. The purchaser shall appoint an Inspection Committee to inspect the Goods and Services supplied by the Supplier under this contract. The inspection shall be carried out at NOU as soonest as possible after the installation is done and no later than fifteen days from the date of receipt of notification from the Supplier stating that the aforementioned work has been completed.
- b. The Supplier or his representative shall be responsible for commissioning, testing and demonstrating to the Purchaser's Inspection Committee that the Goods and Service meets the specification requirements and also the claimed performances of the supplier.
- c. All expenses involved in installation and commissioning of the Goods and Services to meet the requirements of the contract, and the cost of any unsuccessful test or tests for this purpose shall be at the expense of the Supplier. Should there be any defect in Service, the Supplier will correct or cause to be corrected such defects or deviation from the contract requirement at his own expenses within fifteen days from the date of such inspection.
- d. The Supplier shall be completely responsible for the Service until accepted by the Purchaser and should there be any items missing or lacking or damaged, the Supplier shall restore such items. As soon as the Service have been found to meet the requirements of the contract, the Purchaser shall issue a certificate of acceptance and the warranty period of the said contract shall be enforced from the date of this certificate.
- e. The bidder must provide demo credentials to access the e-library for the verification purpose during evaluation process which will be mandatory requirement to comply with the bid.

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Section VII. Sample Forms

1. Quotation and Price Schedules

Date:

To: Nepal Open University, Manbawan, Lalitpur.

Dear Sir/Madam,

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign SQ for and on behalf of

Khagendra Basni



2. Bid Security

Date :

To: Nepal Open University.

Whereas,..... (hereinafter called "the Bidder") has submitted his Sealed Quotation (SQ) dated -----for the supply -----
----- (hereinafter called "the Sealed Quotation").

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

[common seal of the bank]

Shagendra Prasad

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3. Form of Agreement

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

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

NOW THIS AGREEMENT 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

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:



Shagendra Poudel

[Signature]

[Signature]

4. Performance Security

Date :

To: Nepal Open University

WHEREAS ----- (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. ----- dated ----- to supply ----- (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]



Khagendra Prasad

[Signature]

5. Bank Guarantee for Advance Payment

To: Nepal Open University.

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]



Khagendra Prasad

Annam