



ALL NEPAL FOOTBALL ASSOCIATION
ANFA Complex, Satdobato, Lalitpur, Nepal

REQUEST FOR PROPOSAL (RFP)

for

**Broadcasting, Marketing and Title Sponsorship
Rights for Four Nation Women's Football
Tournament (February 17-26, 2025)**

All Nepal Football Association

Issued on: 6th January 2025

Issued to: all

Invitation for Bids No.: ANFA/RFP/7/081-082



[Handwritten signature]
1

Section I.

Request For Proposal (RFP)



ALL NEPAL FOOTBALL ASSOCIATION

ANFA Complex, Satdobato, Lalitpur, Nepal

Date of publication: 6th January, 2025

Invitation for No: ANFA/RFP/7/081-082

1. The All-Nepal Football Association invites proposals/bids from eligible bidders for Broadcasting, Marketing and Title Sponsorship Rights for Four Nation Women's Football Tournament (February 17-26, 2025) (as per RFP bidding document)
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 anfaproduct@gmail.com or through www.the-anfa.com (more>downloads>general>RFP Four Nation Friendlies)
3. Bidder who chooses to submit their bid may purchase the hard copy of the bidding form 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, Durbarmarg

Name of the Office: All Nepal Football Association

Office Account No.: 00101010031354

4. Proposals must be submitted to the office All Nepal Football Association (ANFA), Satdobato, Lalitpur by hand/courier on or before **12.00 PM** on **12th January, 2025**. 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 **12th January, 2025** at the office of All Nepal Football Association (ANFA), Satdobato, Lalitpur. Bids must be valid for a period of **30 days** from the date of bid opening.
6. ANFA reserves the sole right for proposal/bid selection or rejection without assigning any reason whatsoever.



[Handwritten signature]
2

Section II. Instructions to Bidder

<p>1. Scope of Works</p>	<p>1.1 The Employer stated in the BDS for the procurement of the services as detailed in the Schedule of Requirement provided herein. The name of Employer, name of project and contract identification number of Contracts are provided in the BDS.</p>
<p>2. Eligible Bidder</p>	<p>2.1 This Invitation for Bids is open to all registered companies with eligibility criteria specified below.</p> <ol style="list-style-type: none"> a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate for the Fiscal Year 2079-80. d) Business registration certificate, if applicable e) Power of Attorney to sign the Bid 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 <p>2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), FIFA, AFC or ANFA shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or FIFA, AFC or ANFA.</p>
<p>3. One Bid per Bidder</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>4. Cost of Bidding</p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of their Bid and the Employer shall in no case be liable for those costs.</p>
<p>5. Site Visit</p>	<p>5.1 The Bidder at his own cost, responsibility and risk may acquire all necessary information for preparing the bid and entering into a contract for the procurement of the services.</p>
<p>6. Content of Bid Form</p>	<p>6.1 The Bid Form comprise the documents listed below:</p> <ol style="list-style-type: none"> 1. Section I: Invitation for Bid 2. Section II: Instructions to Bidders 3. Section III: Bid Data Sheet 4. Section IV Bid Forms and Price Schedule 5. Section V: Schedule of Requirements 6. Section VI: General Conditions of Contract (GCC) 7. Section VII: Special Conditions of Contract 8. Section VIII: Contract Form



[Handwritten Signature]

7. Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the Bid Form from the Employer 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 must comprise the following: <ul style="list-style-type: none"> • Eligibility and Qualification Information/Document • Financial Proposal with Bid Prices
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 the Item to be bid The contract shall be awarded based on the highest offer as mentioned in the Price Schedule. All duties, taxes and other levies payable by the Service Provider under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
11. Bid Validity	11.1 The Sealed Bid shall remain valid for the period of 30 days after opening of the Bid. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
12. Bid/Bid Security	12.1 The Bidder shall furnish as part of its Sealed Bid, in original form, a bid security as specified in the BDS . 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: <ol style="list-style-type: none"> (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Employer's Account as specified in the BDS <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 Employer. 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> 12.3 Any Sealed Bid not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected. 12.4 The Bid security shall be forfeited if:



[Handwritten signature]

	<p>(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.</p> <p>(b) a Bidder changes the prices or substance of the Sealed Bid while providing information;</p> <p>(c) a Bidder involves in fraud and corruption pursuant to clause 26;</p> <p>(d) the successful Bidder fails to:</p> <p>(i) furnish a performance security in accordance with clause 25;</p> <p>(ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or</p> <p>(iii) accept the correction of arithmetical errors pursuant to clause 19.1</p> <p>(iv) fails to provide the clarification of its Bid by the date and time set in the Employer's request for clarification</p>
13. Format and Signing of Bids	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.
14. Sealing and Marking of Bids	14.1 Bidders may submit their bids by electronically. If so specified in the BDS. 14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Employer at the address no later than the time and date specified in the BDS.
16. Late Bid	16.1 Any Bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification And Withdrawal	17.1 Sealed Bids once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Employer 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 18.2 The Employer shall prepare and provide minutes and/or bid opening record (muchulka) of the opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of 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 Employer in the Bid evaluation, comparison or



[Handwritten signature]

	contract award decisions may result in rejection of Bidder's Bid.
20. Examination of Bids	20.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid <ul style="list-style-type: none"> (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents
	20.2 The Employer will do evaluation of the Technical Bids based on Criteria specified in the Section V: Eligibility and Qualification Criteria
21. Evaluation and Comparison of Bids	21.1 In evaluating the Bids, the Employer shall determine for each Sealed Bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows: <ul style="list-style-type: none"> (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 Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the 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. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above.
	21.2 If the Bidder that submitted the highest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Bid security shall be forfeited. 21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
22. Award of Contract	22.1 The Employer shall decide the award of the contract to the Bidder who has offered the highest evaluated price within Bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.



[Handwritten signature]

	22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
23. Employer's Right to Accept or Reject	23.1 The Employer 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.
24. Notification of Award and Signing of Agreement	24.1 The Bidder whose bid is accepted shall be notified of the award by the Employer. 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Bidder shall pay the Employer in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement. 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Bid Security and, upon which the Contract shall then be awarded to the next successive successful Bidder.
25. Performance Security	25.1 The Successful bidder shall provide Performance Security of 50% of the remaining amount to be paid to ANFA during the contract agreement (Important).
26. Corrupt or Fraudulent Practices	26.1 The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question. 26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
27. Conduct of Bidders	27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations. 27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: <ul style="list-style-type: none"> 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.



[Handwritten signature]

	<ul style="list-style-type: none"> e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price. <p>27.3 contacting the Employer with an intention to influence the Employer 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>28. Blacklisting Bidder</p>	<p>28.1 Without prejudice to any other right of the Employer under this Contract, ANFA 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"> a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2, b) if it is proved later that the bidder/Supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract, c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder’s qualification information, e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Employer., <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>
<p>29. Publication of contract award notice</p>	<p>29.1 Within three days of contract signing, the ANFA shall publish a notice on the contract award with following information: in its notice board and/or ANFA website.</p> <p>29.2 The Employer shall promptly respond in writing to any unsuccessful Bidder who, within seven days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.</p>



[Handwritten signature]

SECTION - III Bid Data Sheet

ITB 1	<p>The scope of the RFP is to provide proposal: Broadcasting, Marketing and Title Sponsorship Rights for Four Nation Women's Football Tournament (February 17-26, 2025)</p> <p>The number of the RFP is: ANFA/RFP/7/081-82</p> <p>The Employer is: All Nepal Football Association</p>
ITB 12.1	N/A
ITB 12.2 (b)	<p>Cash Deposit Account for Bid Document:</p> <p style="padding-left: 40px;">Name of the Bank: Nepal Investment Bank Limited, Durbarmarg</p> <p style="padding-left: 40px;">Name of the Office: All Nepal Football Association</p> <p style="padding-left: 40px;">Office Account No. : 00101010031354</p>
ITB 14.1	Bidders shall not have the option of submitting their bids electronically.
ITB 15	<p>The deadline for Sealed Proposal submission is: within 7 days</p> <p>Date: 12th January 2025</p> <p>Time : 12.00 PM</p> <p>Address: ANFA Complex, Satdobato</p>
ITB 18	<p>The Sealed Proposal opening shall take place at:</p> <p>Address: All Nepal Football Association (ANFA), Satdobato, Lalitpur</p> <p>Date: 12th January 2025</p> <p>Time : 14.00 PM</p>



[Handwritten Signature]

Section IV. Bid Form and Price Schedule

1. Bid and Price Schedules

(SAMPLE FORMAT, Bidder can make their own Bid Form)

Date:

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

Gentlemen and/or Ladies:

Having examined the Sealed Bid (SQ) documents, we the undersigned, offer to bid for the Rights for *[description of Packages/Item(s)]* in conformity with the said Bid documents for the sum of *[total 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 bid

We undertake, if our bid is accepted, to fulfil the scope of service as specified in the Schedule of Requirements.

If our bid 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 Employer.

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

We understand that this bid 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 highest 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.

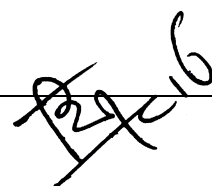
We understand that you are not bound to accept the lowest evaluated SQ or any other SQ that you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign bid for and on behalf of _____

A handwritten signature in black ink is written over the ANFA logo and extends to the right. The signature appears to be 'Rajendra'.

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	



[Handwritten signature]

3. Price Schedule for Goods

Name of Bidder _____

Sheet of Bid Prices [The Bidder must bid on the mentioned sheet below]

SN	Description	QTY	Amount in Figures (NRS)	Amount in words (NRS)
2	Broadcasting, Marketing and Title Sponsorship Rights for Four Nation Women's Football Tournament (February 17-26, 2025)	1		

*Please Note: Bidder must bid above as part of their financial proposal; the highest bidder shall be awarded the contract that has compliance with section V Eligibility and Qualification Criteria.

Name of the Bidder: _____

Name of the Signatory: _____

Seal of the Bidder: _____



[Handwritten Signature]

SECTION – V: Eligibility and Qualification Criteria

Eligibility Requirements:

All Bidders shall submit following documents as pre-requisites for eligibility pursuant to Clause 20.1 of Section 1: Instruction to Bidders:

- Firm/Company Registration Certificate: [attach copy]
- Business Registration Certificate (License): [attach copy], if Applicable only
- PAN/VAT Registration Certificate: [attach copy]
- Tax Clearance Certificate/ Extension Letter/Tax return submission evidence for the F/Y 2079/80
- Power of Attorney: [attach copy]
- Letter of Bid [attach copy]

Section VI. Schedule of Requirements

SN	Description	QTY	Minimum Amount of Bid
1	Broadcasting, Marketing and Title Sponsorship Rights for Four Nation Women's Football Tournament (February 17-26, 2025)	1	NRS 55,00,000.00/- (NRS Fifty-Five Lakhs only)

Payment Schedule:

Payment of the bid amount to ANFA against the proposed rights shall take place in compliance with the dates, duration, and locations indicated below:

Line Item No	Description	Quantity	Physical unit	Final Destination	Delivery Date
1.	2	3	4	5	6
1.	<i>Proposed Amount as per price schedule</i>	<i>50% of the amount</i>	<i>NRs.</i>	<i>ANFA</i>	<i>At the time of the contract agreement</i>
2.	<i>Proposed Amount as per price schedule</i>	<i>Balance 50% of the amount</i>	<i>NRs.</i>	<i>ANFA</i>	<i>After Completion of 50% of the matches in the series on 21st February 2024</i>

The bidder shall provide Performance Security of 50% (or post-dated cheque) of the remaining amount during contract agreement (Important).



[Handwritten signature]

Information and Requirements to the Bidders

The successful bidder/s during organizing the Tournament (and all of its scheduled matches) must coordinate with ANFA for the management of the tournament, location/venue (Dasarath Stadium), Schedule, Regulations, participating teams, Referees and technicians and shall strictly abide by the instructions and rules/regulations as set by ANFA according to their tournament regulations and practices.

The contract as per this RFP shall be applicable for the period of this specific tournament only (February 17-26, 2025).

Highlights of the Four Nation Women’s Football Tournament (February 17-26, 2025)

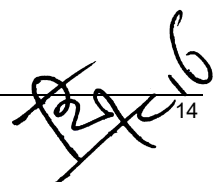
Summary:

SN	Name of the Friendlies	Date of Tournament	Location	Participating Team
1	Four Nation Women’s Football Tournament	February 17-26, 2025	Dasarath Stadium	4 Women’s Teams – Nepal, Lebanon, Myanmar & Kyrgyzstan

The details of tournament can be found in the following web address ANFA Facebook: <https://www.facebook.com/share/12EiE79LYxD/>

Venue Details: Dasarath Stadium

Location: Tirpureshwor, Kathmandu

A handwritten signature in black ink, appearing to be 'Rajendra', is written over the ANFA logo. The signature is slanted and includes a date '16' at the end.

The successful bidder will get the following facilities as per their concerned proposals:

S. No.	Description	Providing facilities
1	Broadcasting, Marketing and Title Sponsorship Rights for Four Nation Women's Football Tournament Right	<ol style="list-style-type: none"> 1. Production and transmission of the audio-visual content of the Matches/Tournament in the on all platform (TV, digital, etc.) with Live broadcasting of 100% of the matches on both TV and Digital Platform. 2. Title Sponsorship right will incorporate the rights to be the title sponsor of this tournament. 3. Marketing of the tournament to maximize the reach towards the target audience and promote the tournament and overall football. 4. Promotional advertisement in TV and digital Sites 5. Flash interviews 6. Space on post-match and Pre-Match press conference back drop 7. Branding Spaces in match venue 8. Promotional advertisement in TV and digital Site 9. Placement the products/Company logo during the tournament and up to closing ceremony (running boards) 10. Flash interview back drops 11. Post-match and Pre-Match press conference back drop 12. Branding in match Venue 13. Cheque billboard 14. Live broadcasting of 100% of the matches 15. I-land ad / Print ad in National daily newspaper (promotional activities)

Requirements from ANFA to be fulfilled by bidder:

- Successful bidder needs to collaborate closely with ANFA to ensure alignment on ticketing strategies, pricing, and event details. Clear communication is important to provide a seamless experience for attendees.
- The successful bidder shall provide Clean Feed to ANFA.
- The successful bidder shall broadcast the Matches LIVE in the TV channel.
- The successful bidder shall provide 7 of the available Running Boards Space (Flex Space of size 4 ft by 20 ft) in the Stadium/Match Venue to ANFA for branding of its partner organization.
- Compliance: All advertisements must comply with local laws and regulations as well as ANFA Regulations. ANFA reserves the right for such evaluation criteria.



[Handwritten signature]
15

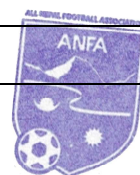
Section VII. Conditions of Contract

1. General Provisions	
1.1 Definitions	In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:
The Contract	<p>1.1 “Contract” means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).</p> <p>1.2 “Contract Prices or Bid Prices ” means the priced and completed Bid Price Sheet.</p> <p>1.3 “Bid or Quotation” means the bid priced offer to the Employer for the Rights of the various items</p> <p>1.4 “Letter of Acceptance” means the formal acceptance by the Employer of the bid or Tender.</p> <p>1.5 "The Employer" means the procuring entity purchasing of the services i.e. ANFA</p> <p>1.6 "The Bidder means the organization supplying the services under this contract.</p>
	Employer [legal name and address]
	Service Provider [legal name and address]
1.2 Interpretation	Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.
1.3 Priority of Documents	The documents forming the Contract shall be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as listed in the Agreement
1.4 Law	The law of the Contract is stated in the Law of Nepal.
1.5 Communications	<p>Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the either Nepal or English language.</p> <p>If a notice given pursuant to Sub Clause 1.5 considered to be delivered when sent through electronic mails stated below;</p>



16

	Of the Employer
	Of the Service Provider
1.6 Statutory Obligations	The Service Provider shall comply with the laws of Nepal where activities are performed. The Service Provider shall give all notices and pay all fees and other charges.
2. The Employer	
2.1 Provision of Site	The Employer shall provide the Site and right of access thereto at the times at the stadiums for performing the activities under the contract
2.2 Permits and Licenses	The Employer shall, if requested by the bidder, assist him in applying for permits, licenses or approvals which are required for the Works.
2.3 Employer's Instructions	The Bidder shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.
2.4 Approvals	No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the bidder's obligations.
3. Employer's Representatives	
3.1 Authorized Person	One of the Employer's personnel shall have authority to act for him. This authorized person shall be; [Name and Title of the Person] or as otherwise notified by the Employer to the Service Provider.
3.2 Employer's Representative	The Employer may also appoint a firm or individual to carry out certain duties. The appointee will be notified by the Employer to the Service Provider from time to time. The Employer shall notify the Service Provider of the delegated duties and authority of this Employer's representative.
4. The Service Provider	
4.1 General Obligations	The summary of works that Service Provider are allowed to do are as mentioned in Section VI: Schedule of Requirements.
4.2 Service Provider's Representative	The Service Provider shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the contractor. The person is; [Name, Title and contact of the person]
4.3 Performance Security	The Service Provider shall deliver to the Employer no later than the date specified in the Letter of Acceptance.
4.4 Payment to the Employer	50% of the Proposed bid Amount: At the time of contract agreement. 50% of the remaining Proposed bid Amount: As per agreed in contract. (The bidder shall provide Performance Security of 50% of the remaining amount during contract agreement)



[Handwritten signature]
17

5.0 Termination	The ANFA reserves the right to terminate the contract if the Bidder doesn't fulfill its obligation under the contract by giving a notice on the day itself.
6.0 Dispute Resolution	Any disputes that have not been amicably settled by the parties shall refer the dispute to the Nepal Council of Arbitration (NEPCA) In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures as per Arbitration Act, 2055 in accordance with law of Nepal at NEPCA.
Please Note: All other terms of contract will be finalized during the contract agreement on mutual understanding.	



[Handwritten signature]
18

Section VIII. Contract Form

1. Letter of Acceptance

[on letterhead paper of the Employer]

Date.....

To: *name and address of the Contractor*

Subject: *Notification of Award*

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

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

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

Authorized Signature:

Name and Title of Signatory:



[Handwritten signature]
19

2. Performance Security

Date :

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

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

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

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

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

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


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

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

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

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

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

A handwritten signature in black ink, appearing to be 'A. A. A. A.', written over a horizontal line. The number '20' is written at the bottom right of the signature.

3. Contract Agreement

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

WHEREAS the Employer 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 Employer’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 Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer 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 Employer

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

