

नेपाल सरकार
भौतिक पूर्वाधार तथा यातायात मन्त्रालय
सडक विभाग
हेभि इक्विपमेन्ट विभिजन, रुपनगरी, बुटवल

बिषय:- दर रेट सहित प्रस्ताव उपलब्ध गराउने सम्बन्धि सुचना

(प्रथम पटक प्रकाशितमिति :- २०८१/०१/०७)

यस कार्यालय परिसरमा जिर्ण अवस्थामा रहेको विश्वकर्मा बाबा मन्दिर मर्मत गरी तयार गर्नकालागी वाल निर्माण, प्लस्टर, पेन्टिङ, भ्याल ढोका फिटिङ , टायल फिटिङ जस्ता कार्य गरी मन्दिर मर्मत गरी तयार गर्नका लागी यस कार्यालयमा सूचीकृत भएका सम्बन्धित फर्महरु तथा सूचिकृत नभएका सम्बन्धित फर्महरुलाई समेत व्यवसाय दर्ता सम्बन्धि प्रमाणपत्र, करचुक्ताको प्रमाणपत्र, प्यान/भ्याट दर्ता लगायतका आवश्यक कागजातहरु सहित छिटो प्राप्तहुन सक्ने माध्यमबाट सुचना प्रकाशित भएको मितिबाट ७ (सात) दिन भित्र दर रेट सहित प्रस्ताव उपलब्ध गराइदिनुहुन यो सुचना प्रकाशित गरिएको छ ।

७/५
खरिद इकाई प्रमुख
मेकानिकल इन्जिनियर



STANDARD BIDDING DOCUMENT

Procurement of Goods Direct Purchase

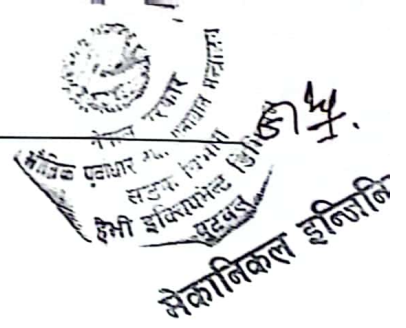
HEDBTL/DP/080-081/5

Issued by:
Department of Road
Heavy Equipment division
Rupendehi, Butwal

F/Y- 2080/81

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Introduction and Instructions

Introduction

1. This Standard Bidding Documents has been prepared by Government of Nepal (GON), Public Procurement Monitoring Office (PPMO) for use in the public procurement of works through Direct Purchase. This SBD is to be used for procurement of works up to the value of Rs. 1.00 million.
2. This Introduction and Instruction part of the SBD should not be incorporated into the bidding documents of Public Entities (PEs) that may be issued to the Form Supplier as a part of bid documents. This part is only for the use of Purchaser in order to prepare a proper bidding document.
3. If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section I. Invitation for Direct Purchase (IDP)

Name of Supplier/Bidder

Address of the Supplier

1. The DOR, Heavy Equipment Division, Rupendehi, Butwal invites Priced Quotations for the Maintenance of Temple as detailed in attached the Schedule of Requirements provided herein.
2. The Price Quotation submitted by the Bidder shall comprise the following:
 - a. Quotation and Price Schedules
 - b. Schedule of Requirements
 - c. Technical Specifications
3. Priced Quotations must be submitted to the office of DOR, Heavy Equipment Division, Rupendehi, Butwal on or before ~~(2081/01/13)~~ during office hours.
4. The Bidder shall indicate on the Price Schedule the unit prices (where applicable) and total price of the works to be works supplied under the contract. All duties, taxes and other levies payable by the Supplier/Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
5. 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.
6. Submitted Priced Quotations must remain valid for a period of 15 days after the deadline for submission date.
7. The Bidder shall furnish, as part of its bid, documents establishing the Supplier's/Bidder's eligibility to bid and qualification to perform the contract if the bid is accepted. Documents to establish such eligibility shall be but not limited to the following:
 - a) Up to date Firm/Company Registration Certificate
 - b) VAT and PAN Registration Certificates
 - c) Tax Clearance Certificate or Submission of Tax Returns up to [enter Fiscal Year]
 - d) Manufacturer's Authorization Certificate, if required
 - e) Power of Attorney
 - f) Other documents as needed
8. The work done under this contract shall conform to the Schedule of Requirements and the standards mentioned in the Technical Specification.
9. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day.
10. The Purchaser reserves the right to accept or reject the Sealed Quotations without assigning any reason, whatsoever.

Yours sincerely,

Shiv Kumar Pngani
Procurement Chief

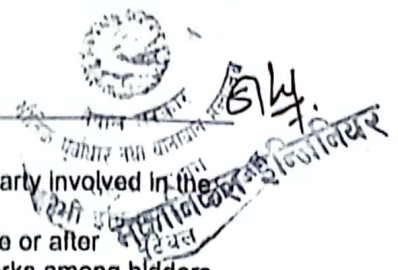
Name of the Purchaser DOR, Heavy Equipment Division,
Address of the Purchaser: Rupendehi, Butwal.



Section II. Conditions of Contract

- | | |
|-----------------------------------|---|
| 1. Definitions | <p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation; c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract; d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment. e. "The Purchaser" means the procuring entity purchasing the goods; f. "The Supplier" means the organization supplying the goods and services under this contract. |
| 2. Technical Specification | <p>2.1 The work done under this contract shall confirm to the standards mentioned in the Technical Specification.</p> |
| 3. Patent Right | <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. Inspection and Tests | <p>4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises.</p> |
| 5. Packing | <p>5.1 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>5.2 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>5.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.</p> |
| 6. Delivery of Goods | <p>6.1 Work shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.</p> |

- 7. Warranty**
- 7.1 The Form warrants that all the item work under the contract shall fully comply with the specification laid down in the contract.
- 7.2 The warranty shall remain valid for one year after the work have been done to the final destination indicated in the contract, and accepted by the Purchaser
- 7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.
- 8. Payment**
- 8.1 Payment of the work done shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.
- 8.2 Payment shall be made within fifteen (15) days of completion of work and upon submission of claim supported by the acceptance certificate issued by the Purchaser.
- 9. Prices**
- 9.1 Prices charged by the Supplier work done under the contract shall not vary from the prices quoted by the Supplier in its price quotation.
- 10. Insurance**
- The Purchaser will be responsible for taking out any appropriate insurance coverage.
- 11. Governing Language**
- 11.1 The Governing Language shall be: Nepali or English
- 12. Applicable Law**
- 12.1 The applicable law shall be Laws of Nepal.
- 13. Notices**
- 13.1 Purchaser's address for notice purposes: **Butwal, Rupendehi**
- 13.2 Supplier's address for notice purposes:
- 14. Taxes and Duties**
- 14.1 The form shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN.
- 15. Operation, Maintenance and Spare-parts Manuals**
- 15.1 In Case of goods , The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).
- 16. Conduct of Suppliers**
- 16.1 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.
- 16.2 The Supplier shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:
- 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,

- f. Collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.
- g. Contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

17. Blacklisting Supplier

- 17.1 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:
 - a. If it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,
 - b. 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,
 - c. If convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.
- 17.2 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.

18. Dispute Resolution

- 18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.



Section III. Schedule of Requirements

The work schedule expressed as days/weeks/months stipulates hereafter a completion date which is the date of completion to the final destination where the work is required to be done.

Number	Description	Unit	Work to be done	Work done schedule days/weeks/months from.....
1	Earth work in excavation with all complete	cum	Heavy Equipment Division Butwal	Work to be completed within 15 days from date of agreement
2	Flat Brick Soling with all Complete	Sqm		
3	P.C.C. in 1:3:6 with all complete	cum		
4	P.C.C. in 1:2:4 with all complete	cum		
5	Form Work with all complete	Sqm		
6	Reinforcement bar with all complete	kgs		
7	Plaster works with all complete	Sqm		
8	Punning work with all complete	Sqm		
9	Painting works with all complete	Sqm		
10	poreceilem Glazed tiles with all complete	Sqm		
11	Almunium Door with all complete	Sqm		
12	Almunium window with all complete	Sqm		
13	Electrification	LS		

Section IV. Technical Specifications

Number	Description	Specification
1	Item work done mention sr.no.1-13 as mention above.	Should be done according to civil engineering noms of building code of nepal



Section V. Sample Forms

1. Price Quotation and Price Schedules

Date:

To:

Gentlemen and/or Ladies:

Having examined the Direct Purchase(DP) documents, we the undersigned, offer to supply, deliver and install Self Starter in conformity with the said DP documents for the sum of Rs.....including VAT or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Price Quotation.

We undertake, if our Price Quotation is accepted, to work done in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this price Quotation for a Period of **15days** from the last date fixed for submission of the Price Quotation.

Until a formal Contract is prepared and executed, this Price Quotation, 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 Price Quotation you may receive.

Dated thisday of 20.....

.....
[signature]

.....
[in the capacity of]

Duly authorized to sign Price Quotation for and on behalf of.....

2. Price Schedule



Name of Supplier _____ Page _____ of _____

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit price (Site work)	Total price per item (cols. 4 x 5)	Remarks
1	Earth work in excavation with all complete	cum	4.92			
2	Flat Brick Soling with all Complete	Sqm	18.4			
3	P.C.C. in 1:3:6 with all complete	cum	0.91			
4	P.C.C. in 1:2:4 with all complete	cum	1.04			
5	Form Work with all complete	Sqm	8.64			
6	Reinforcement bar with all complete	kgs	14.88			
7	Plaster works with all complete	Sqm	80.29			
8	Punning work with all complete	Sqm	9.16			
9	Painting works with all complete	Sqm	69.51			
10	porecelain Glazed tiles with all complete	Sqm	10.64			
11	Aluminium Door with all complete	Sqm	1.8			
12	Aluminium window with all complete	Sqm	1.35			
13	Electrification	LS	1			
Sub Total						
Vat @ 13%						
Grand Total						

Total Price:

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail

3. Form of Agreement



THIS AGREEMENT made on ____ day of _____ 20____ between DoR, Heavy Equipment Division, Butwal, rupendehi(hereinafter called "the Purchaser") of the one part and _____of (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Priced Quotation for work and ancillary services, viz., **Maintance of temple** and has accepted a Price Quotation by the Supplier for the supply of those goods and services in the _____ sum _____ of Rs.....(hereinafter called "the Contract Price").

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

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

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

On behalf of the Contractor

Name:

Designation:

Sign:

Seal: