नेपाल सरकार
भौतिक पुर्वाधार तथा यातायात मन्त्रालय
सडक विभाग
हेभी इक्विपमेन्ट डिभिजन
O{6x/L

☎)@%%*)!^%
Email:-
heditahri073@gmail.com

दररेट उपलब्ध गराउने सम्बन्धि सूचना
सूचना नं. HEDITH/DP/082-083/01
(प्रकाशित मिति २०८२/०८/०४)

यस डिभिजन अन्तर्गत संचालित यान्त्रिक उपकरणा तथा सवारी साधनहरूको लागि आवश्यक विभिन्न प्रकारको टायर खरिद गर्नु पर्ने भएको हुँदा कार्यालयमा सूचीकृत नभएका सम्बन्धित आपुर्तिकर्ताहरू लाई समेत व्यवसाय दर्ता सम्बन्धि प्रमाणपत्र, कर चुक्ताको प्रमाणपत्र, प्यान/भ्याट दर्ता लगायतका आवश्यक कागजात सहित सूचिकृत हुन निवेदन सहित २०८२/०८/०७ गते कार्यालय समय भित्र यसै साथ संलग्न Standard Bidding Document मा दररेट भरी उपलब्ध गराई दिनु हुन यो सूचना प्रकाशित गरिएको छ ।

खरिद इकाई प्रमुख

STANDARDBIDDINGDOCUMENT

Procurement ofGoods
DirectPurchase

HEDITH/DP/082-083/01

Issuedby:

DepartmentOfRoad
HeavyEquipmentDivision,Itahari,Sunsari

F/Y2082/083

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SectionI.InvitationforDirectPurchase(IDP)

NameofSupplier/Bidder: Address

oftheSupplier:

1. The*DOR,HeavyEquipmentDivision, Mujeliya, Janakpur*invitesPricedQuotationsforthesupplyand delivery Different type Tyre detailedinattachedSpecificationsandtheScheduleofRequirementsprovidedherein.

2. ThePriceQuotationsubmittedbytheBiddershallcomprisethefollowing:
   a. QuotationandPriceSchedules
   b. ScheduleofRequirements
   c. Technical Specifications

3. PricedQuotationsmustbesubmittedtotheofficeof*DOR,HeavyEquipmentDivision,Itahari* on orbefore 2082/08/07duringofficehours.

4. TheBiddershallindicateonthePriceSchedule theunitprices(whereapplicable)andtotalpriceofthegoodst obesuppliedunderthecontract.Allduties,taxesandotherleviespayablebytheSupplier/Bidderundertheco ntractshallbeincludedintherates,pricesandtotalBidPricesubmitted bytheBidder.

5. PricequotedbytheBiddershallremainfixedandvaliduntilcompletionoftheContractPerformanceandwil lnotbesubjecttovariationinanyaccount.

6. SubmittedPricedQuotationsmustremainvalidforaperiodof*21days*afterthedeadlineforsubmissiondate.

7. TheBiddershallfurnish,aspartof its bid,documentsestablishingtheSupplier's/Bidder'seligibilitytobidandqualificationtoperformtheco ntractifthebidisaccepted.Documentstoestablishsucheligibilityshallbebutnotlimitedtothefollowin g:
   a) UptodateFirm/CompanyRegistration Certificate
   b) VATandPANRegistrationCertificates
   c) TaxClearanceCertificateorSubmissionofTaxReturnsupto081/082
   d) Manufacturer'sAuthorization Certificate,ifrequired

8. Thegoodssuppliedunderthiscontractshallconfirmtotheschedule ofRequirementsand thestandardsmentionedintheTechnicalSpecification.

9. Ifthelastdateofpurchasing,submissionandopeningfallsonagovernmentholidaythenthenextworkingda yshallbeconsideredthelastday.

10. ThePurchaserreservestherighttoacceptor rejectthesealedQuotationswithoutassigning any reason,whatsoever.

Yourssincerely

Prem Kumar jha
ProcurementUnitChief"
NameofthePurchaseDOR,*HeavyEquipmentDivision,*
AddressofthePurchaser:*Itahari,Sunsari*

Section II. Conditions of Contract

1. Definitions

1.1 Inthiscontract,thefollowingtermsshallbeinterpretedasindicated:

a. "TheContract"meanstheagreemententeredintobetweenthePurchaserandtheSupplier, asrecordedintheContractFormSignedbythepa1iies,includingallattachmentsandappendicestheretoandalldocumentsincorporatedbyreferencetherein;

b. "TheContractPrice"meanstheprice payabletotheSupplierunderthecontractforthefullandproperperformanceofitscontractualobligation;

c. "TheGoods"meansEquipmentandrelatedAccessoriesandspare-partsoranyothermaterialswhichtheSupplierisrequired tosupplytothePurchaserunderthecontract;

d. "Services"meansservicesancillarytothesupplyofthegoodssuchastransportation andinsuranceincludingtheinstallation,commissioningandtheoperationalandmaintenancetrainingofthesuppliedequipment.

e. "ThePurchaser"meanstheprocuringentitypurchasing thegoods;

f. "TheSupplier"meanstheorganizationsupplyingthegoodsandservicesunderthiscontract.

2. TechnicalSpecification

2.1ThegoodssuppliedunderthiscontractshallconfirmtothestandardsmentionedintheTechnicalSpecification.

3. PatentRight

3.1TheSuppliershallindemnifythePurchaseragainst allthird-partyclaimsofinfringementofpatent, trademarkorindustrial design rightsarisingfromuseofgoodsoranypartthereofinthePurchaser'scountry.

4. InspectionandTests

4.1ThePurchaseroritsRepresentativeshallhavetheright to inspect and/ortestthegoodstoconfirmtheirconformitytotheTechnicalSpecificationandthequalityofperformance afterthe supplyanddeliveryofgoodtothe Purchaser'spremises.

5. Packing

5.1 TheSuppliershallprovidesuchpackingofthegoodsasisrequired topreventtheirdamageordeteriorationduringtransmittotheirfinaldestinationasindicatedinthecontract.

5.2 Thepackingshallbesufficienttowithstand,withoutlimitation,roughhandlingduringtransitandexposuretoextremetemperatures,saltandprecipitationduringtransitandopenstorage.

5.3 Thepacking,markinganddocumentationwithinandoutsidethepackagesshallcomplystrictlywithsuchspecialrequirements asshallbeexpresslyprovidedinaccordancewithinternationalstandard andpractice.

6. DeliveryofGoods

6.1 DeliveryofthegoodsshallbemadebytheSupplierinaccordancewiththetermsspecifiedbythePurchaserinitsSchedule ofRequirements.

7. Warranty

7.1 TheSupplierwarrantsthatallthegoodssuppliedunderthecontractshallfullycomplywiththespecificationlaiddowninthecontract.

7.2 Thewarrantyshallremainvalidforoneyearafterthegoodshavebeendeliveredtothefinal destinationindicatedinthecontract,andacceptedbythePurchaserafterinstallationandcommissioningofequipmentbytheSupplier.

7.3 ThePurchasershallpromptly notifytheSupplierinwritingofanyclaimsarisingunderthiswarranty.

7.4 Uponreceiptofsuchnotice,theSuppliershall,withallreasonablespeed,replacethedefectivegoods without costto thePurchaser.TheSupplierwillbeentitledtoremove,atitsownriskandcost,thedefective goods.

8. Payment

8.1 PaymentofthegoodssuppliedshallbemadeinNepaliRupeesafterthedeliveryandinstallation andcommissioningofgoodstothesatisfactionofthePurchaser.

8.2 Paymentshallbemadewithinfifteen(15)daysofreceiptofthegoodsanduponsubmissionofclaimsupportedbytheacceptancecertificateissuedbythePurchaser..

9. Prices

9.1PriceschargedbytheSupplierforgoodsdeliveredunderthecontractshallnotvaryfromthepricesquotedbytheSupplierinitspricequotation.

10. Insurance

ThePurchaserwillberesponsiblefortakingoutanyappropriateinsurancecoverage.

11. Governing Language

11.1 TheGoverningLanguageshallbe:NepaliorEnglish

12. ApplicableLaw

12.1 TheapplicablelawshallbeLawsofNepal.

13. Notices

13.1 Purchaser'saddressfornoticepurposes:*HEDMujeliya,Janakpur*

13.2 Supplier'saddressfornoticepurposes:……

14. TaxesandDuties

14.1 The Supplier shall be entirely responsible for all taxes, duties,licensefeesandothersuchleviesimposedbytheGON.

15. Operation,Maintenanceand Spare-parts Manuals

15.1ThesuccessfulSuppliershallsupply2copiesofmanufacturer'soperation,maintenanceandspare-partmanualsofthegoods(Equipment).

16.Conductof Suppliers

16.1 TheSuppliershall beresponsibletofulfilhisobligationsasperthe requirementoftheContractAgreement,Biddingdocuments,GON'sProcurementActandRegulations.

16.2 TheSuppliershallnotcarryoutorcausetocarryout thefollowingactswithanintentiontoinfluencetheimplementationoftheprocurementprocess ortheprocurementagreement:

a. give orproposeimproperinducementdirectlyorindirectly,
b. distortionormisrepresentationoffacts
c. engagingorbeinginvolvedincorruptorfraudulentpractice
d. Interferenceinparticipationofotherprospectivebidders.
e. coercionorthreateningdirectlyorindirectlytoimpairorharm,anyparty ortheropertyofthepartyinvolvedintheprocurementproceedings,

f.collusivepracticeamongbidders beforeoraftersubmissionofbidsfordistributionofworksamongbiddersorfixingartificial/uncompetitivebidpricewithanintentiontodeprivethePurchasertheben efitofopencompetitivebidprice..

g.contactingthePurchaserwithanintentiontoinfluencethePurchaserwithregardstothebidorinterferenceofanykindinexaminationandevaluationofthebidsduringtheperiodafteropeningofbids uptothenotificationofawardofcontract

17.Blacklisting. Supplier.- 17.1 TheGON,PublicProcurement andMonitoringOffice(PPMO) may BlacklistaSupplierforhisconductuptothreeyears o n t h e followinggroundsandseriousnessoftheactcommittedbythesupplier:

a. ifitisprovedthatthesuppliercommittedactspursuanttothe Sub- clause1 6.2,
b. ifitisprovedlaterthat thesupplierhadcommittedsubstantialdefect inimplementationofthecontractorhadnotsubstantiallyfulfilledhisobligationsunderthecontractorthecompletedworkisnotofthespecifiedqualityaspert hecontract,
c. Ifconvictedbyacourtoflawinacriminaloffencewhichdisqualifiesthesupplierfromparticipatinginthecontract.

17.2ASupplierdeclaredblacklistedandineligiblebytheGONshallbeineligibletobidforacontractduringtheperiodoftimedetermined byPPMO.

18. Dispute Resolution 18.lAny dispute arisingout ofthe Contract,which cannot be amicably Settledbetweentheparties,shallbereferredtoadjudication.

SectionIII.Schedule ofRequirements

The delivery schedule expressed as days/weeks/months stipulates here after a delivery date which is the date of the delivery to the final destination where the good is required to be delivered.

S.N.	Description	Specification	Quantity	Unit	PlaceofDelivery	Del.iveryschedule days/weeks/mont ___ hsfrom
I	Tyre Tubless	265/65R17	4	Nos	HeavyEquipmentDivisi on Itahari,Sunsari	7daysfromthedateofpurchaseorder
2	Tyre Tubless	255/70R16	4	Nos		
3	Tyre Tubless	235/70R16	4	Nos		
4	Tyre,Tube&Flap,Front	9.00-20	2	Nos		
5	Tyre,Tube&Flap,Rear	9.00-20	4	Nos		
6	Tyre,Tube&Flap,Rear	10.00-20	4	Nos		

30ThePurchasermustspecifyhere thedate fromwhichthe deliveryschedulewillstart. Thatdateshouldbeeitherthedate ofco31ntractaward,orthedateofcontractsignature.TheDPFormshouldincludeonlyacross-reference tothisSched11le.

SectionIV.TechnicalSpecifications

S.N.	Description	Specification	Offered/ Compliance	Remarks
I	Tyre Tubless	265/65R17		
2	Tyre Tubless	255/70R16		
3	Tyre Tubless	235/70R16		
4	Tyre,Tube&Flap,Front	9.00-20		
5	Tyre,Tube&Flap,Rear	9.00-20		
6	Tyre,Tube&Flap,Rear	10.00-20		

Forms

1.PriceQuotationandPriceSchedules

Date:

To:***DOR,****HeavyEquipment,*

Gentlemenand/orLadies:

HavingexaminedtheDirectPurchase(DP)documents,wetheuundersigned,offertosupplyanddeliverinconformitywiththesaid DPdocumentsforthesum of.....*(in figures* .....*(inwords)* Orsuchothersumsasmaybeascertainedinaccordancewiththe ScheduleofPricesattachedherewithandmadepa1t ofthis PriceQuotation.

Weundertake,ifourPriceQuotationisaccepted,todeliverthegoodsinaccordancewiththedeliveryschedulespecifiedintheScheduleofRequirements.

WeagreetoabidebythispriceQuotationforaPeriodof***21***daysfromthelastdatefixedforsubmissionofthePriceQuotation.

Until aformal Contractis preparedand executed,thisPrice Quotation,together withyourwrittenacceptancethereofandyournotificationofaward,shallconstituteabindingContractbetweenus.

WeunderstandthatyouarenotboundtoacceptthelowestoranyPriceQuotationyoumayreceive.

Dated this_____dayof____20

_____ _____

(signature) *(inthe capacity of)*

DulyauthorizedtosignPriceQuotationforandonbehalfof_____

2. PriceSchedule

Name of Supplier…….Page of…….

S.N.	Description	Specification	Quantity	Unit	Unit price (site delivery)	Total price per item	Remarks
I	Tyre Tubless	265/65R17	4	Nos			
2	Tyre Tubless	255/70R16	4	Nos			
3	Tyre Tubless	235/70R16	4	Nos			
4	Tyre,Tube&Flap,Front	9.00-20	2	Nos			
5	Tyre,Tube&Flap,Rear	9.00-20	4	Nos			
6	Tyre,Tube&Flap,Rear	10.00-20	4	Nos			
				Total Amount			
				Add 13% Value Added Tax			
				Total Including Vat			

Total Price ……(In Words)

Signature of Bidder……..

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

3. FormofAgreement

THIS AGREEMENT made the ____day of ——— 20 *DOR,HeavyEquipment Division,Mujeliya,Janakpur* (Hereinaftercalled"the Purchaser") of the one part and ..... (Nameof supplier) of ..... *[addressofSupplier]*(Hereinaftercalled"theSupplier")oftheotherpart:

WHEREASthePurchaserinvitedPriced Quotationforcertaingoodsandancillary services, viz.,supply anddeliveryof .....and has accepted a PriceQuotation by the Supplier for the supply of those goods and services in the sum of ...../ *contractpriceinwordsand figures/*(Hereinaftercalled"theContractPrice").

NOWTHISAGREEMENTWTTNESSETHASFOLLOWS:

1.InthisAgreementwordsandexpressionsshall have the same meanings as are respectivelyassignedtothemintheConditionsofContractreferredto.

2. Thefollowingdocumentsshallbedeemedtoformandbereadandconstruedaspartofthisagreement,viz.:
   a. PriceQuotationformandthePriceSchedulesubmittedbytheSupplier;
   b. TheScheduleofRequirements;
   c. TheTechnicalSpecifications;
   d. TheConditionsofContract;and
   e. ThePurchaser'sNotificationofAward.

3. Inconsiderationofthepaymentstobemadebythe PurchasertotheSupplierashereinaftermentioned,theSupplierherebycovenantswiththePurchasertoprovidethegoodsandservicesandtoremedydefectsthereininconformityinall respectswiththeprovisionsoftheContract.

4. The Purchaserherebycovenantstopaythesupplierinconsiderationoftheprovisionofthegoodsandservicesandtheremedyingofdefectstherein,theContractPriceorsuchothersumasmaybecomepayableundertheprovisionsofthecontractatthetimesandinthemannerprescribedbytheContract.

INWITNESSwhereofthepartiesheretohavecausedthisAgreementtobeexecutedinaccordancewiththeirrespectivelawsthedayandyearfirstabovewritten.

OnbehalfofthePurchaser	Onbehalfofthe Supplier
Name:	Name:
Designation:	Designation:
Sign:	Sign:
Seal:	Seal: