

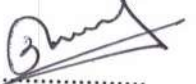


नेपाल सरकार
भौतिकपुर्वाधार तथा यातायात मन्त्रालय
सडक विभाग
हेभी ईक्विपमेन्ट डिभिजन, पोखरा

ई-मेल:
hed_pokhara@dor.gov.np
फोन: ०६१-४६२५३९

दररेट उपलब्ध गराउने सम्बन्धि सूचना
सूचना नं. HEDPKR/DP/081-082/14
(प्रकाशित मिति २०८२/०१/१०)

यस डिभिजन अन्तर्गत Maintenance and Repair Works of Two Post Lift, Brick Wall & Plum Concrete Loading Ramp खरिद गर्नु पर्ने भएको हुँदा कार्यालयमा सूचिकृत भएका सम्बन्धित आपूर्तिकर्ताहरू र सूचिकृत नभएका सम्बन्धित आपूर्तिकर्ताहरू समेतलाई ब्यवसाय दर्ता सम्बन्धि प्रमाणपत्र, कर चुक्ताको प्रमाणपत्र, प्यान/भ्याट दर्ता लगायतका आवश्यक कागजात सहित सूचिकृत हुन निवेदन सहित २०८२/०१/१६ गते कार्यालय समय भित्र यसै साथ संलग्न Standard Biding Documents मा दररेट भरी उपलब्ध गराई दिनु हुन यो सूचना प्रकाशित गरिएको छ ।


खरिद इकाई प्रमुख
संकातिकल
इन्जिनियर

STANDARD BIDDING DOCUMENT



मेकानिकल
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Procurement of Repair & Maintenance Works of
Two Post Lift, Brick Wall & Plum Concrete Loading
Ramp.

Direct Purchase

HEDPKR/DP/081-082/14

Issued By:
Department of Road
Heavy Equipment Division,
Pokhara, Kaski

F/Y 2081/082



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Section I. Invitation For Direct Purchase(IDP)

Name of Supplier/Bidder:

Address of the Supplier:

1. The DOR, Heavy Equipment Division, Pokhara, Kaski Invites Priced Quotations for the Procurement of Maintenance Works of Two Post Lift, Brick Wall & Plum Concrete Loading Rampas Detailed in attached Specifications and 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, Pokhara, Kaski on or Before 2082/01/16 During office Hours.
4. The Bidder Shall indicate on the price schedule the unit prices (where applicable) and total price of Works to be 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 21 days after the deadline for submission date.
7. The Bidder shall furnish, as parts 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 080/081.
 - d) Others Documents as needed
8. The service supplied under this contract shall confirm 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 governments 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.

Your Sincerely:

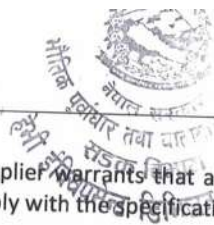
Bikash Thapa Magar
Procurement Unit Chief
Name of the Purchaser : DOR, Heavy Equipment Division,
Address of the Purchaser: Pokhara, Kaski



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Section II. Conditions of Contract

1. **Definitions**
 - 1.1 In this contract, the following terms shall be interpreted as indicated:
 - 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**
 - 2.1 The Works supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
3. **Patent Right**
 - 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.
4. **Inspection and Tests**
 - 4.1 The Purchaser or its Representative shall have the right to inspect and/or test the Works 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.
5. **Packing**
 - 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.
 - 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.
 - 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.
6. **Completion of Works**
 - 6.1 Completion of Works shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.



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- 7. Warranty**
 - 7.1 The Supplier warrants that all the goods supplied 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 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.
 - 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 Service supplied shall be made in Nepali Rupees after the Completion of works to the satisfaction of the Purchaser.
 - 8.2 Payment shall be made within fifteen (15) days of receipt of the goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser. .

- 9. Prices**
 - 9.1 Prices charged by the Supplier for goods delivered 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.

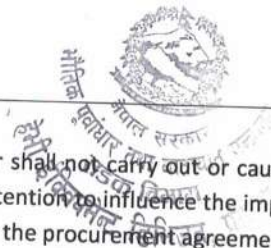
- 11. Governing Language**
 - 11.1 The Governing Language shall be: Nepali or English

- 12. Applicable Law**
 - 12.1 The applicable law shall be Laws of Nepal.

- 13. Notices**
 - 13.1 Purchaser's address for notice purposes:HED, Pokhara, Kaski
 - 13.2 Supplier's address for notice purposes:

- 14. Taxes and Duties**
 - 14.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the GON.

- 15. Conduct of Suppliers**
 - 15.1 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.



15.2 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 :

- 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.
- e. 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

16. Blacklisting Supplier

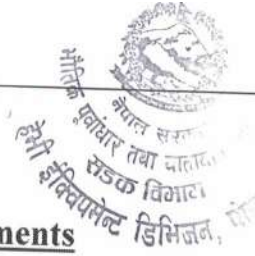
16.1 The GON, Public Procurement and Monitoring Office(PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier:

- 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.

16.2 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.

17. Dispute Resolution

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



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Section III. Schedule of Requirements

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

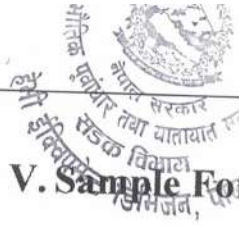
S.N.	Description of works	Quantity	Place of Works	Completion schedule days/weeks/months from
1.	Procurement of Maintenance Works of Two Post Lift, Brick Wall & Plum Concrete Loading Ramp.	1 Set	Heavy Equipment Division Pokhara, Kaski	15 Days From Date of Purchase Order



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Section IV. Detailed Quantity Estimate & Technical Specifications.

Sl. No.	Description	Unit	Nos	Length	Breadth	Height	Quantity	Remarks
1.0	Earth work in excavation of foundation of structures, including construction of shoring and bracing, dewatering, removal of stumps and other deleterious matter and backfilling with approved Material as per Drawing and Technical Specifications on all types of soil & rock [SS-907]	m ³						
	for block		2	0.6	0.6	0.75	0.54	
	Front Straight wall		1	5	1	0.6	3	
	Side Straight wall		2	4	1	0.6	4.8	
	Side ramp wall		2	7	1	0.6	8.4	
Total=							16.74	m³
2	Providing and laying of Plain/Reinforced Cement Concrete in Foundation with formwork all complete as per Drawing and Technical Specifications, PCC Grade M 15 [SS-2000]	m ³						
	brick side wall		2	4.55	0.23	0.1	0.04	0.1=05+05
	brick side wall		1	4.35	0.23	0.1	0.02	
	Brick front wall		1	3.45	0.23	0.1	0.02	
Total=							0.08	m³
3	Providing and laying, fitting and placing un-coated Mild steel / HYSD reinforcement complete in foundation as per drawing and technical specification (2014)	Kg.						
	for 2post hydraulic lift base		10	0.61	1.10	0.10	6.00	4.02
	"		10	0.61	1.10	0.10	6.00	4.02
	longitudinal bar for tie on wall		10	0.61	17.10	5.00	2.00	20.86
	ring bar for tie		8	0.22	0.35	0.15	1.15	8.85
Total=							37.75	Kg
4	Providing and laying Brick Masonry Work in Cement mortar in Foundation / structure complete excluding Pointing and Plastering, as per Drawing and Technical Specifications 2500.Cement sand mortar (1:4)	m ³						
	brick side wall		2	4.55	0.23	1.8	3.76	
	brick back wall		1	4.35	0.23	1.8	1.8	
	Brick front wall		1	3.45	0.23	0.9	0.71	
Total=							6.27	m³
5	Providing and laying of Reinforced Cement Concrete with formwork all complete as per Drawing and Technical Specifications, RCC Grade M 20 [SS-2000]	m ³						
	for block		2	0.60	0.60	0.60	0.43	
Total=							0.43	m³
6	Providing and laying of hand pack Stone soling with 150 to 200-mm thick stones and packing with smaller stone on prepared surface as per Drawing and Technical Specifications [SS 1006]	m ³						
	for block		2	0.6	0.6	0.15	0.10	
	Front Straight wall		1	5	1	0.15	0.75	
	Side Straight wall		2	4	1	0.15	1.20	
	Side ramp wall		2	7	1	0.15	2.10	
Total=							4.15	m³
7	Providing and laying Plum concrete (Boulder mixed concrete) as per Drawing and Specifications .60% M 15 concrete and 40% boulders/stones with formwork all complete [SS-2421]	m ³						
	Front Straight wall		1	5	0.875	1.8	7.87	
	Side Straight wall		2	4.125	0.875	1.8	12.99	
	Side ramp wall		2	7	0.875	1.12	13.72	
Total=							34.58	m³



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Section V. Sample Forms

1. Price Quotation and Price Schedules

Date:

To: *DOR, Heavy Equipment Division, Pokhara, Kaski.*

Gentlemen and/or Ladies:

Having examined the Direct Purchase (DP) documents, we the undersigned, offer to maintenance Works of Two Post Lift, Brick Wall & Plum Concrete Loading Ramp..... in conformity with the said DP documents for the sum of*(in Figure)* and*(in Words)* 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 deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this price Quotation for a Period of *15* days 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 this _____ day of _____ 20_____.

[signature]

[in the capacity of]

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



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 10/10/2018

Name of Supplier _____

Item	Description	Unit	Quantity	Unit price	Total price per item	Remarks
1.	Earth Works in Excavation of Foundation of Structure, Including Construction of Shoring and Bracing, Dewatering, Removal of Stumps and other Deleterious matter and Back filling with approved Materials as Per technical Specifications on all types of Soil and Rocks(SS-907)	m ³	16.74			
2	Providing and Laying of Plain/Reinforced Cement Concrete in Foundation with Frame Works all Complete as Per Technical Specifications, PCC Grade M15 (SS-2000)	m ³	0.08			
3	Providing and Laying, Fitting and Placing Un-Coated Mild Steel/HYST Reinforcement Complete in foundation as Per Technical Specifications (2014).	Kg	37.75			
4	Providing and Laying Bricks Masonry works in Cement Mortar in Foundation/Structure complete Excluding Pointing and Plastering as Per Technical Specifications 2500.Cement Sand Motor (1:4)	m ³	6.27			
5	Providing and Laying of Reinforced cement concrete with framework all Complete as per technical specifications, RCC grade M20. (SS-2000)	m ³	0.43			
6	Providing and Laying of hand pack stone soling with 150 to 200 mm thick Stones and Packing with smaller stone on prepared surface as per technical specifications(SS-1006)	m ³	4.15			
7	Providing and Laying plum concrete (Bolder Mixed Concrete) as per specifications, 60% M15 concrete and 40% of Boulder/Stones with framework all complete (SS-2421).	m ³	34.58			
Total Amount						
Add 13% Value AddedTax						
Total Including VAT						

Total Price(in words)

Signature of Bidder _____

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

3. Form of Agreement



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THIS AGREEMENT made the ____ day of _____ 20____ between **DOR, Heavy Equipment Division, Pokhara, Kaski** (hereinafter called "the Purchaser") of the one part and..... **[name of Supplier]** of **[Address of Supplier]** (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Priced Quotation for certain ancillary services, viz., (*maintenance works of two post hydraulic ramp, Brick walls and plum concrete loading ramp*) and has accepted a Price Quotation by the Supplier for the supply of those 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. 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: Bikash Thapa Magar
Designation: Mechanical Engineer
Sign:
Seal:

On behalf of the Supplier
Name:
Designation:
Sign:
Seal: