

Ashwani



नेपाल सरकार

भौतिक पूर्वाधार तथा यातायात मन्त्रालय

सडक विभाग

यान्त्रिक तालिम केन्द्र

पाटनढोका, ललितपुर

बिषय:— दर रेट उपलब्ध गराउने सम्बन्धि सूचना

(प्रकाशित मिति- २०८१/०३/०५)

Notice No: MTC/DP/080-81/09

यस तालिम केन्द्र मा तालिम सामाग्री को बेन्च र Demonstration Table र Trolley को Frame आवश्यक परेको हुँदा उक्त **Fabrication of Automotive Demonstration Bench and Trolley Frame** कार्य गर्नु परेको हुँदा यस कार्यालयमा सूचीकृत भएका सम्बन्धित निर्माण व्यावसायीहरू तथा सूचीकृत नभएका सम्बन्धित निर्माण व्यावसायी समेत व्यवसाय दर्ता सम्बन्धि प्रमाणपत्र, कर चुक्ताको प्रमाणपत्र, प्यान/भ्याट दर्ता लगायतका आवश्यक कागजातहरू सहित सूचीकृत हुन निवेदन सहित सूचना प्रकाशित मिति बाट ७ दिन भित्र यसै साथ संलग्न Bid Document मा दर रेट उपलब्ध गराइदिनुहुन यो सूचना प्रकाशित गरिएको छ ।

Ashwani

खरिद इकाई प्रमुख

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STANDARD BIDDING DOCUMENT

Procurement of Works Direct Purchase

MTC/DP/080-81/09

Issued by:
Department of Road
Mechanical Training Center,
Chakupat, Lalitpur

F/Y 2080/81

Table of Contents

Section I. Invitation for Direct Purchase (IDP)..... 1
Section II. Conditions of Contract..... 2
Section III. Work Requirements 7
Section V. Sample Forms 8



Section I. Invitation for Direct Purchase (IDP)

Name of Bidder:

Address of the Supplier:

1. The **DOR, Mechanical Training Center, Chakupat, lalitpur** invites Priced Quotations for the **Fabrication of Automotive Demonstration Bench and Trolley Frame** as detailed in attached Technical Specification/Drawing 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/Drawing
3. Priced Quotations must be submitted to the office of **DOR, Mechanical Training Center, Chakupat, lalitpur** on or before [2081/03/11] during office hours.
4. The Bidder shall indicate on the BOQ the unit prices (where applicable) and total price of the works to be performed 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 2079/80
8. The work performed 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 government holiday then the next working day shall be considered the last day.
10. The Purchaser reserves the right to accept or reject the Quotations without assigning any reason, whatsoever.



Amrit Tiwari

Procurement Unit Chief

Name of the Purchaser: **DOR, Mechanical Training Center**

Address of the Purchaser: **Chakupat ,Lalitpur**



Section II. 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	1.1.1 “ Contract ” means the Agreement signed between the Employer and the contractor and the other documents listed in the Conditions of Contract (SCC).
	1.1.2 “ Specification ” means the document as listed in the Schedule of Requirement.
	1.1.3 “ Drawings ” means the Employer’s drawings of the Works as listed in the Schedule of Requirement.
	1.1.4 “ Bill of Quantities ” means the priced and completed bill of quantities forming part of the Tender.
	1.1.5 “ Bid or Quotation ” means the contractor’s priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
Persons	1.1.6 “ Employer ” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee.
	1.1.7 “ Contractor ” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
	1.1.8 “ Party ” means either Employer or the contractor.
Money and Payments	1.1.9 “ Cost ” means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.
	1.1.10 “ Contract Price ” means the sum stated in the Contract Document as payable to the contractor and adjusted with any Variation Orders and Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract.
	1.1.11 “ Retention Money ” means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3
1.4 Law	The law of the Contract is stated in the Law of Nepal.
1.6 Statutory Obligations	The contractor shall comply with the laws of Nepal where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.
2. The Employer	

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	<p>experienced contractor and which the contractor immediately notified to the Employer,</p> <p>j. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement,</p> <p>k. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and</p> <p>l. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.</p>
6. Time for Completion	
6.1 Execution of the Works	The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.
7. Taking-Over	
7.1 Completion	<p>The contractor may notify the Employer when he considers that the Works are complete.</p> <p>In addition to the other provisions, before acceptance of the completed works, Employer shall verify and assure that such works are within the set objective, quality and appropriate to operate and use.</p>
7.2 Taking-Over Notice	<p>The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.</p> <p>The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.</p>
8. Remedying Defects	
8.1 Remedying Defects	<p>The Employer may at any time prior to the 365 days after taking over notice, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, plant or workmanship not being in accordance with the Contract.</p> <p>Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.</p>
9. Variations and Claims	
10. Contract Price and Payment	
10.1 Valuation of the Works	The Contract Bill of Quantities shall be used to calculate the valuation of the works completed. The Contractor shall be paid for the quantity of work done at the rate in the Bill of Quantities.
10.2 Payments Certificates	The Contractor shall submit to the Employer final statements of the estimated value of the works completed. The Employer shall check the Contractor's statement and certify the amount to be paid to the Contractor




10.3 Payments	The Employer shall pay to the contractor the amount certified less retention (5%) at the rate stated in the BOQ and contract within 30 days of the date of each certificate.
10.6 Local Taxation & Value Added Tax	<p>a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal.</p> <p>b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.</p>
11. Termination of Contract and Payment	<p>11.1 The Employer may terminate the Contract at any time if the contractor;</p> <p>a. does not commence the work as per the Contract,</p> <p>b. abandons the work without completing,</p> <p>c. fails to achieve progress as per the Contract.</p> <p>11.2 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>11.3 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
12. Risk and Responsibility	
12.1 Contractor's Care of the Works	The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.
12.2 Force Majeure	<p>If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the contractor's Equipment.</p> <p>If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice.</p> <p>After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site</p> <p>The net balance due shall be paid or repaid within 30 days of the notice of termination.</p>
13. Resolution of Disputes	
13.2 Amicable Settlement	The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
14. Conduct of Bidders	<p>14.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>14.2 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 :</p> <p>a) give or propose improper inducement directly or indirectly,</p>



	<ul style="list-style-type: none">b) distortion or misrepresentation of factsc) engaging or being involved in corrupt or fraudulent practiced) interference in participation of other prospective bidders.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..g) 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
15. Blacklisting Bidder	<p>15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office 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 14.2,b) if it is proved later that the bidder/contractor 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, <p>15.2 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>
16. Provision of PPA and PPR	<p>If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.</p>



Section III. Work Requirements

Scope of Work

The scope of work includes **Fabrication of Automotive Demonstration Bench and Trolley Frame** at the site notified by the employer which shall include but not limited to the following task.

- Dismantling automobile parts
- All type of fabrication and welding
- Supplying of MS steel and required materials with Transportation as per BOQ
- Painting with Powder Coating
- Positioning and Assembling the parts such as: Brake, Steering, Suspension harness, and other electrical components as per the instruction



Section V. Sample Forms

Letter of Bid

The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.

Date:

Name of the contract:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:.....
- (d) The discounts offered and the methodology for their application are:.....
- (e) Our bid shall be valid for a period of 15 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) 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;
- (h) We declare that, we have not been black listed and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (j) If awarded the contract, the person named below shall act as Contractor's Representative:
- (k) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name:

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date



2. Bill of Quantities

Name of Work: **Fabrication of Automotive Demonstration Bench and Trolley Frame**

Location: Mechanical Training Centre, Chakupat Lalitpur

Name of Supplier

Bill of Quantity						
Project: Fabrication of Automotive Demonstration Bench and Trolley Frame						
S.N.	Description of works	Unit	Quantity	Rate	Amount	Remarks
1	Engine and Engine Subsystem Dismantling from Automobile Body along with Electric Lines and Sensors as per instruction	LS	1			
2	METAL WORK (Providing, Welding, Fabricating MS steel Pipes/Components all complete as per specification as per the instruction on the site)	KG	300			
	2"X2" Square Pipe					
	1"X2" Squar Pipe					
	1"X1" Square Pipe					
	MS Flat 1"X 3mm	KG	150			
	MS Flat 3"X 5mm					
	MS Sheet					
3	Attachment of Transparent Glass Fiber sheet 6mm	m ²	3.5			
4	Attachment of Caster Wheel of different sizes	nos	20			
5	Painting (powder coating) as per the instruction	LS	1			
6	Positioning and assembling the parts such as: Brake, Steering, Suspension harness, and other electrical components as per the instruction	LS	1			
Total Amount						
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, Mechanical Training Center, Chakupat, Lalitpur(hereinafter called “the Employer”) of the one part and of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Employer desires that the Works known as name of the Contractshould be executed by the Contractor, and has accepted a Quotation by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs[insert amount of contract price in words and figures including taxes] (hereinafter “the Contract Price”).

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
 - a. the Letter of Bid;
 - b. the Conditions of Contract;
 - c. Bills of Quantities (BOQ);
 - d. The scope of work;
 - e. the Drawings;
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 the laws of Nepal on the day, month and year indicated above.

Signed by
for and on behalf the Contractor in the presence
of

Signed by.....
for and on behalf of the Employer in the
presence of

Witness, Name Signature, Address, Date

Witness, Name, Signature, Address, Date