

LIMCHUNGBUNG RURAL MUNICIPALITY

BARAHA, UDAYAPUR



**BIDDING DOCUMENT
FOR
PROCUREMENT
OF
SUPPLY AND DELIVERY OF
MINI TILLER
(मिनी टिलर खरिद)**

SEALED QUOTATION

CONTRACT NO.: 17/LRM/NCB/2077/78

TENDER SUBMITTED BY:

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Section I. Invitation for Sealed Quotation



लिम्चुडबुड गाउँपालिका गाउँ कार्यपालिकाको कार्यालय बाराहा, उदयपुर



शिलवन्दी दरभाउपत्र सम्बन्धी सूचना

प्रथम पटक प्रकाशित मिति २०७८/०१/१६


यस कार्यालयद्वारा स्वीकृत वार्षिक कार्यक्रम बमोजिम तपसिल अनुसारको सामग्रीहरु खरिद कार्य गर्नु पर्ने भएकोले इजाजत प्राप्त विक्रेता/कम्पनीहरुबाट निम्न शर्तहरुको अधिनमा रही रितपूर्वकको शिलवन्दी दरभाउपत्र आव्हान गरिन्छ।

शर्तहरु :

१. दरभाउपत्र खरिदको लागि फारम दस्तुर बापत रु.१,०००/- (अक्षरूपी रु. एक हजार मात्र) यस कार्यालयको नेपाल एस.वि.आई बैकको शाखा कार्यालय लिम्चुडबुडमा रहेको आन्तरिक राजश्व खाता नं. ४३२९५२४९२०७००४ मा नगद जम्मा गरी सो को रसिद सहित नविकरण गरेको इजाजत प्रमाणपत्र, आयकर दर्ता प्रमाणपत्र, मूल्य अभिवृद्धि कर प्रमाणपत्र तथा अधिल्लो वर्षसम्म कर तिरेको प्रमाणपत्रको प्रमाणित प्रतिलिपिहरु सहितको निवेदन पेश गरेपछि सो सूचना प्रकाशित भएको मितिले १५ औं दिनसम्म कार्यालय समय भित्र यस कार्यालयबाट खरिद गर्न सकिन्छ।
२. खरिद गरिएका दरभाउपत्रहरु प्रथम पटक प्रकाशित भएको मितिले १६ औं दिन अपरान्ह १२:०० बजे भित्र दर्ता गरिसक्नु पर्नेछ। तोकिएको मिति तथा समय भन्दा पछि बुझाएको दरभाउपत्र स्विकार गरिने छैन।
३. प्राप्त भएका दरभाउपत्रहरु १६ औं दिन अपरान्ह २:०० बजे उपस्थित भएका दरभाउपत्रदाता वा निजहरुको प्रतिनिधिहरुको रोहवरमा यस कार्यालयमा खोलिनेछ। दरभाउपत्र दाता वा निजको प्रतिनिधि उपस्थित नभएमा पनि दरभाउपत्र खोल्न बाधा पुग्ने छैन।
४. दर्ता गर्न ल्याईएका दरभाउपत्र (परिमाणको मूल्य पत्र समेत) को शिलवन्दी खाममा दरभाउपत्र सि.नं., कामको नाम, विक्रेता/कम्पनी वा अधिकृत डिलरको नाम र ठेगाना स्पष्ट संग लेखिएको हुनुपर्नेछ।
५. दरभाउपत्र साथ यस कार्यालयको नेपाल एस.वि.आई बैकको शाखा कार्यालय लिम्चुडबुडमा रहेका धरौटी खाता नं. ४३२९५२४०६००००३ मा तपसिलमा उल्लेखित रकम जम्मा गरेको सककल भौचर वा कम्तिमा ७५ दिनको म्याद भएको मान्यता प्राप्त बैकबाट जारी गरिएको "विडवण्ड" संलग्न भएको हुनुपर्ने छ।
६. परिमाणको मूल्य पत्रमा तोकिए अनुसार दर रेट अंक र अक्षरमा स्पष्ट लेखिएको हुनुपर्नेछ। स्पष्ट नभएमा अक्षरलाई मान्यता दिइनेछ। शर्त रहेको म्याद नाघी आएको, कार्यालयबाट विक्रि नभएको, एउटाको जमानत अर्काको रहेको, बाज्रहिर कामको प्रयोग भित्रको व्यहोरा संग फरक भएको, शिलवन्दी दस्तखत नभएको, कामको विल अफ क्वान्टिटिको प्रत्येक आइटमको दररेट भरी नआएको दरभाउपत्र माथि कुनै कार्यवाही हुनेछैन।
७. दरभाउपत्र खरिद गर्ने, दाखिला गर्ने र खोल्ने अन्तिम दिन सार्वजनिक विदा परेको खण्डमा त्यसको लगत्तै कार्यालय खुलेको दिन क्रमशः दरभाउपत्र खरिद गर्ने, दाखिला गर्ने र खोलिनेछ।
८. कुनै कारण जनाई वा नजनाई दरभाउपत्र पूर्ण रुपले स्वीकृत वा अस्वीकृत गर्ने सम्पूर्ण अधिकार यस कार्यालयमा सूरक्षित रहनेछ।
९. अन्य कुराहरुको हकमा सार्वजनिक खरिद ऐन २०६३ तथा सार्वजनिक खरिद नियमावली २०६४ अनुसार हुनेछ।
१०. बोलपत्रदाताको ग्राह्यता प्रमाणित गर्न निम्न कागजातहरु शिलवन्दी दरभाउ पत्र फारमसाथ अनिवार्य रुपामा पेश गर्नु पर्नेछ।
 - क) फर्म वा कम्पनी दर्ता प्रमाण पत्र
 - ख) व्यवसाय दर्ता इजाजत पत्र (नविकरण सहित)
 - ग) स्थायी लेखा नं.(PAN) र मूल्य अभिवृद्धि कर दर्ता प्रमाणपत्र
 - घ) गत आ.व. सम्मको कर चुक्ता गरेको प्रमाण पत्र वा कर विवरण पेश गरेको कागजात
 - ड) शिलवन्दी दरभाउपत्र दाता आफु वा हिस्सेदार वा आफ्नो प्रतिनिधि कुनै पनि शिलवन्दी दरभाउपत्रदाता तथा ठेक्का पट्टा गर्न प्रचलित कानून बमोजिम अयोग्य नभएको प्रस्तावित खरिद कारवाहीमा आफ्नो स्वार्थ नवाझिएको, सम्बन्धीत पेशा वा व्यवसाय सम्बन्धी कसुरमा आफुले सजाय नपाएको भनि लिखत रुपमा स्वघोषण गरेको पत्र
१२. अन्य जानकारीको लागि ९८४३६०४७४९ मा कार्यालय समय भित्र सम्पर्क गर्न सकिने छ।

तपसिल

सि.न.	ठेक्का नं.	कार्यको विवरण	धरौटी रकम	कैफियत
१	17/LRM/NCB/2076/077	मिनी टिलर (७ एच.पी., डिजेल इन्जिन)	५५,०००/-	१६ थान


नि.प्रमुख प्रशासकिय अधिकृत



Section II. Instructions to Bidder

- 1. Scope of Works**

The Purchaser stated in the Invitation for Quotation invites bids for the supply, delivery and installation of the goods and related services as detailed in attached specifications, drawings and the bill of quantities provided herein.
- 2. Eligible Bidder**

This Invitation for Bids is open to all registered Suppliers with qualifications as described below:

 - a) Up to date Firm/Company Registration Certificate
 - b) VAT and PAN Registration Certificates
 - c) Tax Clearance Certificate of F/Y 075/76
- 3. One Bid per Bidder**

Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
- 4. Content of Quotation Form**

The Quotation Form comprise the documents listed below:

 1. Invitation for Sealed Quotations
 2. Instructions to Bidders
 3. Conditions of Contract
 4. Form of Agreement
 5. Sample Forms
 6. Schedule of Requirements
 7. Technical Specifications
- 5. Clarification**

A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the Purchaser stated in Invitation for Quotation.
- 6. Language of Quotation**

All documents relating to the Quotation shall be in English or in Nepali.
- 7. Documents Comprising Quotation**

The Quotation by the Bidder shall comprise the following:

 - a. Quotation and Price Schedules
 - b. Bid Security
 - c. Schedule of Requirements
 - d. Technical Specifications
- 8. Quotation Prices**

The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract.

All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.

Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to

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variation in any account.

- 9. Quotation Validity**

The Quotation shall remain valid for the period of 45 days after opening of the quotation.
- 10. Quotation Security**

The Bidder shall furnish a Security in Nepali Rupees in the amount not less than as specified in invitation for Sealed Quotation notice. The Bid Security shall remain valid for a period of 75 days after opening of the quotation.

The Security shall be in the form of cash voucher deposited in the Bank Account of the Employer specified in the notice for "Invitation for Quotation" or a bank guarantee from a bank acceptable to the Employer.
- 11. Format and Signing of Quotations**

The Quotation 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 initialed by the same authorized person.
- 12. Sealing and Marking of Quotations**

The Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to the Purchaser specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.
- 13. Deadline for Submission of Quotations**

Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the Invitation for Quotation.
- 14. Late Quotation**

Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
- 15. Modification And Withdrawal**

Quotations once submitted shall not be withdrawn or modified.
- 16. Bid Opening**

The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Quotation.

The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
- 17. Process to be Confidential**

Information relating to the examination, evaluation and comparison of Quotations 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 Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
- 18. Examination of Quotations**

Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2;
(b) has been properly signed; (c) is accompanied by the required

securities; and (d) is substantially responsive to the requirements of the Bidding documents.

19. Evaluation and Comparison of Quotations

19.1 In evaluating the Quotations, the Purchaser shall determine for each Quotation the evaluated Bid Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:

- a. where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern

19.2 If the Bidder does not accept the corrected amount, the Quotation shall be rejected and the Security pursuant to Clause 10 may be forfeited.

20. Award of Contract

The Purchaser shall decide the award of the contract, within 15 days of the opening of the quotation, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.

21. Purchaser's Right to Accept or Reject

The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.

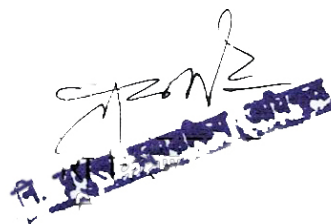
22. Notification of Award and Signing of Agreement

22.1 The Bidder whose Quotation is accepted, and all other participating bidders shall be notified of the award by the Purchaser. Within 7 days of receipt of the notification, the successful Bidder shall deliver the Performance Security pursuant to Clause 23 and sign the Agreement.

22.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Security, upon which the Contract shall then be awarded to the next successive successful Bidder.

23. Performance Security

The successful Bidder shall deliver to the Purchaser a Performance Security in cash or Bank Guarantee acceptable to the Purchaser equivalent to 5% of the Quotation amount. (See revision in SCC)





Section III. (a) 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 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 goods 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. **Performance Security**
 - 4.1 Within seven days (7) of receipt of award of contract from the Purchaser the successful Bidder shall furnish the performance security in accordance with the Sub - Clause 4.3 of the Conditions of Contract in the Performance Security Form provided in the Bidding Documents.
 - 4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.
 - 4.3 The performance security will be as follows:
 - a. The amount of performance security as a percentage of the contract price shall be five (5) percent of the Sealed Quotation Price in the currency of the Sealed Quotation price.(See revision in SCC)
 - 4.4 The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. The Supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.



- 4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.
- 5. Inspection and Tests**
- 5.1 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.
- 6. Packing**
- 6.1 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.
- 6.2 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.
- 6.3 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.
- 7. Delivery of Goods**
- 7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
- 7.2 The terms "EXW", "FOB", "CIF", "CIP" etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce (ICC), Paris.
- 8. Insurance**
- 8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 8.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.
- 9. Warranty**
- 9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 9.2 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.
- 9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 9.4 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.



10. Payment

- 10.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's Sealed Quotation.
- 10.2 Payment of the goods supplied from within Nepal shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.
- 10.3 Payment of the goods to be imported from abroad shall be made in the following manner:
- Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract, and upon submission of claim and bank guarantee for equivalent amount valid until the goods are delivered and, in the form, provided in the SQ documents or another form acceptable to the Purchaser.
 - On shipment/Site delivery: Eighty (80) percent of the contract price of the Goods shipped or delivered shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of clean Bill of Lading and other documents or on-Site delivery
 - On acceptance: Ten (10) percent of the contract price of goods received shall be paid within thirty (30) days of receipt of the goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

11. Prices

- 11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.

12. Changed Order

- 12.1 Where the Purchaser desires to make changes in **Schedule of Requirement**, it shall not exceed more than 15 percent.

13. Liquidated Damages

- 13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

14. Resolution of Disputes

- 14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in



accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

14.2.2 Arbitration proceedings shall be conducted in accordance within accordance with the rules of Nepal Council of Arbitration (NEPCA).

14.3 Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the Purchaser shall pay the Supplier any monies due the Supplier.

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| 15. Governing Language | 15.1 The Governing Language shall be: Nepali or English |
| 16. Applicable Law | 16.1 The applicable law shall be Laws of Nepal. |
| 17. Notices | 17.1 Purchaser's address for notice purposes: LIMCHUNGBUNG RURAL Municipality, Baraha, Udayapur
17.2 Supplier's address for notice purposes: |
| 18. Taxes and Duties | 18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON. |
| 19. Operation, Maintenance and Spare-parts Manuals | 19.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment). |
| 20. Conduct of Suppliers | 20.1 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.
20.2 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: <ul style="list-style-type: none">a. give or propose improper inducement directly or indirectly,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 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 |

**21.Blacklisting
Supplier**

- 21.1 Without prejudice to any right of the Purchaser under this Contract, 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 20.2,
 - b. if the supplier fails to sign an agreement pursuant to ITB Clause 22,
 - c. 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,
 - d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.
- 21.2 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.




(b) Special Conditions of Contract (SCC)

GCC 4.3	<p>If Contract price is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the Contract price.</p> <p>For the Contract price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:</p> <p>Performance Security Amount = (0.85 x Cost Estimate – Contract Price) x 0.5 + 5% of Contract Price.</p> <p>The Contract Price and Cost Estimate shall be inclusive of Value Added Tax</p>
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Section IV. Schedule of Requirements

Contents

1. List of Goods and Related Services
2. List of goods and Delivery Schedule

1. List of Goods and Related Services

The purpose of the List of Goods and Related Services (LGRS) is to briefly describe and specify the quantities of each of the Goods and Related Services that the Purchaser requires the Bidder to include in its Bid. As a part of the SR, the LGRS constitutes a Contract document and, therefore, it is a part of the Contract. The Purchaser must prepare the LGRS and include it as a part of the SR.

1.1 List of goods

Item No	Description	Quantity
1	Mini Tiller (as per technical specification included)	16 (Sixteen)

1.2 Related services: The following inspections tests shall be performed:

The inspection of the **Mini Tiller** shall be carried out to check whether the proposed and supplied equipment's is in conformity with the technical specifications or not. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. On receipt of the goods, the purchaser will conduct visual inspection, review the manufacturer's inspection report for the concerned items, and carry out a test run to verify that the supplied units meet the contract requirements. The acceptance certificate shall be issued only after successful completion of the acceptance testing

The final destination is:

LIMCHUNGBUNG Rural Municipality
Office of the Rural Municipal Executive
Baraha, Udayapur
Province no. 1, Nepal



2. List of Goods and Delivery Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

1. Delivery and Completion Schedule

<u>S.N.</u>	<u>Description</u>	<u>Qty</u>	<u>Delivery Place</u>	<u>Delivery Schedule in days after signing the contract agreement</u>
1	Mini Tiller (as per technical specification included)	16 Unit	LIMCHUNGBUNG Rural Municipality Office of the Rural Municipal Executive Baraha, Udyapur Province No. 1, Nepal	15 days after contract agreement



Section V. Technical Specifications

Mini Tiller(7 HP) – 16 unit

S. N.	CRITERIA	TECHNICAL REQUIREMENTS	OFFERED SPECIFICATION
1	General	Mini tiller design and suitable for ploughing all condition field of Nepal with operating condition suitable for temperature range of -5 °C to 50°C and up to altitude of 3000 meters having Kerb weight of minimum 115(+/-20) Kg. Should have manual/electric starter arrangement for starting engine. Latest make Mandatory.	Model – Starting system:
2	Engine	Air cooled single cylinder diesel engines 178F with developing power of 7 HP and torque not less than 4 KW at the governed RPM.(3600RPM)	Engine type- Max. output power-
3	Wheels	400-8 wheels	
4	Transmission	Gear Drive	
5	Blades	4x4 dry land blades	
6	Gear Shifting	R: 1 and F: 1, 2	
7	Clutch	Wet friction disc clutch	
8	Fuel tank capacity	Minimum 3.5 litres	
9	Bore X stoke	Min 75X62 mm	
10	Tilling Depth	Min. 150-300mm	
11	Tilling Width	Min. 500-1050mm	
12	Colour	Any standard colour	
13	Manuals	One set of Operator's and Owner's Instruction Manual in English shall be supplied with each motorcycle	
14	Warranty	Manufacturer shall provide a minimum of one-year warranty.	
15	Tools	A Set of tools as required for general maintenance shall be supplied for each unit	
16	Initial Service	The supplier should make arrangements for the first two free servicing in a year after acceptance.	
17	Delivery	The Mini tiller 16 unit shall be delivered to: Limchungbung Rural Municipality Office of the Rural Municipal Executive Baraha, Udayapur Province No. 1, Nepal	

Note: The major items are indicated by bold and highlighted letters/alphabets/figures in the technical specifications. Non-compliance of these major items will result in non-responsiveness of the bid offer.

Bidder's Signature.....

Date





Section VI. Sample Forms

1. Quotation and Price Schedules

Date:

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

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said SQ documents for the sum of *[total SQ 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 SQ.

We undertake, if our SQ is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

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

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

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign SQ for and on behalf of _____

Price Schedule for Goods Offered from Abroad



Name of Supplier _____

1	2	3	4	5		6
Item	Description	Country of origin	Quantity in unit	Unit price (in Nrs)		Total price (In Nrs)
				In Figure	In Words	
1	Mini Tiller		16			
TOTAL						
VAT 13%						
GRAND TOTAL						

Note:

1. Unit price shall include all cost of transportation from manufacturing factory/workshop to the final destination, loading, unloading, insurance fee, custom duties, excise and taxes, sales tax i.e. all the taxes levied by manufacturing country, transit country and Nepal including demurrage charges if any.

2. Above Rate should include required cost for necessary tools as specified in Schedule of Requirement and Technical Specification including inspection tests.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date



2. Bid Security

Date:

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

Whereas, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Sealed Quotation (SQ) dated *[date of submission of SQ]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Sealed Quotation”).

KNOW ALL PEOPLE by these presents that WE *[name of Bank]* of Nepal having our registered office at *[address of bank]* (hereinafter called “the Bank”) are bound unto *[name of the procuring entity]* (hereinafter called “the Purchaser”) in the sum of *[specify amount in figure and words]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

- (1) If, the Bidder withdraws its SQ during the period of bid validity specified by the Bidder on the SQ Form; or
- (2) If the Bidder having been notified of the acceptance of its SQ by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser’s having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to ninety (75) days from the date of opening of the Sealed Quotation, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

[common seal of the bank]

3. Form of Agreement



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

WHEREAS the Purchaser invited Sealed Quotation 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. 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

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

4. Performance Security



Date:

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

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the 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 and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]