





# हेटौंडा उपमहानगरपालिका नगर कार्यपालिकाको कार्यालय

हेटौंडा, मकवानपुर बागमती प्रदेश, नेपाल

दररेट उपलब्ध गराउने सम्बन्धि सूचना। सूचना नं. HSMC/GOODS/DP/04/080/81 प्रकाशित मितिः२०८०/१२/१८ गते।

यस उपमहानगरपालिकाको लागि आवश्यक परेको संलग्न BOQ अनुसारको RO Water Purifier खरिद गर्नु पर्ने भएको हुँदा कार्यालयमा सूचिकृत भएका सम्बन्धित आपुर्तिकर्ताहरु र सूचिकृत नभएका सम्बन्धित आपुर्तिकर्ताहरु लाई समेत व्यवसाय दर्ता सम्बन्धि प्रमाण पत्र, आ.व. २०७९/०८० को कर चुक्ताको प्रमाणपत्र, प्यान/भ्याट दर्ता प्रमाणपत्र लगायतका आवश्यक कागजात सहित सूचिकृत हुन निवेदन सहित मिति २०८०/१२/२५ गते कार्यालय समय भित्र यसै साथ संलग्न Standard Bidding Document मा दररेट भरी उपलब्ध गराई दिन हुन यो सूचना प्रकाशित गरेको छ।

प्रमुख प्रशासकीय अधिकृत

### Table of Contents

Introduction and Instructions	Error! Bookmark not defined.
Section I. Invitation for Direct Purchase (IDP)	2
Section II. Conditions of Contract	3
Section III. Schedule of Requirements	6
Section IV. Technical Specifications	7
Section V. Sample Forms	8





### Section I. Invitation for Direct Purchase

# Section I. Invitation for Direct Purchase (IDP)

Name of Supplier/Bidder

Address of the Supplier:

- 1. The Hetauda Sub-Metropolitan City, Office of the Municipal Executive, Hetauda, Makawanpur invites Priced Quotations for the supply, delivery of **RO Water Purifier** as 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

5

- b. Schedule of Requirements
- c. Technical Specifications
- 3. Priced Quotations must be submitted to the office of *Hetauda Sub-Metropolitan City, Office* of the Municipal Executive, Hetauda, Makawanpur on or before **2080/12/25** during office hours.
- 4. The Bidder shall indicate on the 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 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 F/Y 2079/080
  - d) Manufacturer's Authorization Certificate (if required)
  - e) Power of Attorney
  - f) Other documents as needed
- 8. The goods 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 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,

#### [Insert Signature, name, and title of Purchaser's representative]

Name of the Purchaser:

Address of the Purchaser:



# **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 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.	Inspection and Tests	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.		
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.	Delivery of Goods	6.1	Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its		



		Section II. Conditions of Contract
		Schedule of Requirements.
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 goods supplied 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 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		Purchaser will be responsible for taking out any appropriate rance 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 13.2	· ·
14. Taxes and Duties	14.1	The Supplier 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	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 carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:



Section II. Conditions of Contract

		<ul> <li>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent practice</li> <li>d. interference in participation of other prospective bidders.</li> <li>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>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.</li> <li>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</li> </ul>
17.Blacklisting Supplier	17.1	<ul> <li>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:</li> <li>a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,</li> <li>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,</li> <li>c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</li> </ul>
	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 delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery to the final destination where the Goods is required to be delivered.

Number	Description	Quantity	Place of Delivery	Delivery schedule days/weeks/months from <sup>1</sup>
1.	Supply and Installation of RO Water Purifier as per attached Specification.	8.00	As specified in Attached School List.	7 days from the date of Purchase Order

<sup>&</sup>lt;sup>1</sup> The Purchaser must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature. The DP Form should include only a cross-reference to this Schedule.





# Section IV. Technical Specifications

As per Attached Specification.

सि.न.	विद्यालयको नाम	विद्यालयको ठेगाना
٩.	श्री आ.वि.	हेटौंडा-१४
२.	श्री महेन्द्र मा.वि.	हेटौंडा-१३
<i>n</i> .	श्री अरनिको मा.वि.	हेटौंडा-१९
۲.	श्री गोरक्षनाथ मा.वि.	हेटौंडा-१८
۲.	श्री भैरव आ.वि.	हेटौंडा-१
દ્દ.	श्री पारिजात आ.वि.	हेटौंडा-१५
૭.	श्री श्रमिक मा.वि.	हेटौंडा-४
۲.	श्री आधारभुत विद्यालय	हेटौंडा-१ <b>५</b>





#### **1. Price Quotation and Price Schedules**

Date:

To: Hetauda Sub-Metropolitan City Office of the Municipal Executive Hetauda, Makawanpur

Gentlemen and/or Ladies:

We undertake, if our Price Quotation is accepted, to deliver the goods 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 \_\_\_\_\_.

[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 Delivery)	Total price per item (cols. 4 x 5)	Remarks
1	Supply and Installation of RO Water Purifier as per attached specification.	Set	8.00			
Total Amount Add 13% Value Added Tax Total Including VAT						

Total Price ...... (in Word)

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 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 Priced Quotation for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Price Quotation 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. 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	On behalf of the Supplier
Name:	Name:
Designation:	Designation:
Sign:	Sign:
Seal:	Seal:



#### HETAUDA SUB METROPOLITAN CITY OFFICE OF THE MUNICIPAL EXECUTIVE HETAUDA, MAKAWANPUR BAGMATI PROVINCE, NEPAL



#### **Technical Specification of Electric Water Filter**

_		RO+UF+	RO+UV			
Description	Purification Type	Mineral Blancer	Mineral Balancer	Offered Specification		
				Make:		
General Details	Product dimension	345MM*205MM*450MM(W*D*H)		Model:		
				Country of Origin:		
	Colour	Standar	colour			
	Purification stages	7 Stage	8 stage			
		External pre-filter,	External pre-filter,			
		Sediment Filter,	Sediment Filter,			
		Pre Carbon Filtrer (GAC)	Pre Carbon Filtrer (GAC)			
Purification		RO Membrane	RO Membrane			
		Post Carbon GAC With, Mi	UV Disinfection,			
		neral Balancer and UF Filter	Post Carbon GAC			
			With, Mineral Balancer			
			neral and UF Filter			
Convenience	Storage	Not Less T	hen 12L			
	Installation	Wall- Mounted	/Counter top			
	Wataer					
	Dispensing	Manual Faucet				
Display	Types of Display	LEC	)			
	No. of LEDs	3				
User Alerts/						
Warnings	Tank Full indication	Led ind	Led indicatin			
	No Water/Service	Led indi	cation			
Specification	TDS Range	<2000	ppm			
	Hardness	<500p	pm			
	Flow rate	<10to12L/hr	<10to 15 L/hr			
	Recovery	20 TO 25%	25 to30%			
	TDS Reduction	90%	%			
	RO Pump	Diaphragm Booste	er pump,24 VDC			
	Power Adapter	24VDC	,1.5A			
	Watt	Min 36W	Min 48W			
	Power range	140~270VAC				
	Inlet pressure	5~40PSI				
		Minimum 1 year of Warranty	/.			
Warranty	Minimum 1 year of W	arranty.				
	1 Suppliers should tra	nsport RO Water Purifier to th	e attached School List			
Transportation		all necessary fittings, require				
and Installation		ble diameter and Installation				
Catalogue	1 copy of Proposed Model's Catalogue should be attached.					
	_ 50p; c 10p05cd W					