



हेटौंडा उपमहानगरपालिका
नगर कार्यपालिकाको कार्यालय
हेटौंडा, मकवानपुर
बागमती प्रदेश, नेपाल

दररेट उपलब्ध गराउने सम्बन्धि सूचना ।
सूचना नं. HSMC/GOODS/DP/14/081/82
प्रकाशित मिति: २०८१/१२/०७ गते)

यस उपमहानगरपालिकाको लागि आवश्यक परेको संलग्न **BOQ** अनुसारको **Open Gym Equipment's** खरिद गर्नु पर्ने भएको हुँदा कार्यालयमा सूचिकृत भएका सम्बन्धित आपूर्तिकर्ताहरू र सूचिकृत नभएका सम्बन्धित आपूर्तिकर्ताहरू लाई समेत व्यवसाय दर्ता सम्बन्धि प्रमाण पत्र, आ.व. २०८१/८२ को कर चुक्ताको प्रमाणपत्र, प्यान/भ्याट दर्ता प्रमाणपत्र लगायतका आवश्यक कागजात सहित सूचिकृत हुन निवेदन सहित मिति २०८१/१२/१४ गते कार्यालय समय भित्र यसै साथ संलग्न **Standard Bidding Document** मा दररेट भरी उपलब्ध गराई दिन हुन यो सूचना प्रकाशित गरेको छ ।

श्याम कुमार श्रेष्ठ
प्रमुख, सम्पति व्यवस्थापन तथा खरिद शाखा

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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 **Open Gym Equipment's** 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
 - 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 **2081/12/13** 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 **7 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 conform 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:



Section I. Invitation for Direct Purchase

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

Schedule of Requirements.

- | | |
|---|---|
| 7. Warranty | <p>7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>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.</p> <p>7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>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.</p> |
| 8. Payment | <p>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.</p> <p>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. .</p> |
| 9. Prices | <p>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.</p> |
| 10. Insurance | <p>The Purchaser will be responsible for taking out any appropriate insurance coverage.</p> |
| 11. Governing Language | <p>11.1 The Governing Language shall be: Nepali or English</p> |
| 12. Applicable Law | <p>12.1 The applicable law shall be Laws of Nepal.</p> |
| 13. Notices | <p>13.1 Purchaser's address for notice purposes: ...</p> <p>13.2 Supplier's address for notice purposes:</p> |
| 14. Taxes and Duties | <p>14.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.</p> |
| 15. Operation, Maintenance and Spare-parts Manuals | <p>15.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).</p> |
| 16. Conduct of Suppliers | <p>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.</p> <p>16.2 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:</p> |

Section II. Conditions of Contract

- 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

17. Blacklisting Supplier

- 17.1 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.
- 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	Unit	Place of Delivery	Delivery schedule days/weeks/months from ____ ¹
1.	Arm& shoulder wheel (4-wheel)	1	Pic	Hetauda Sub Metropolitan City, Hetauda, Makawanpur	20 days from the date of Purchase Order/Work Order.
2	Cycling	1	Pic		
3	AirWalker (double/single)	1	Pic		
4	Sit-up Board (double)	1	Pic		
5	Twister(triple)	1	Pic		
6	Parallel Bar	1	Pic		
7	Air swing (Double)	1	Pic		
8	Rowing Machine	1	Pic		

¹ 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

S.N	Name of Items	Image (The product images are illustrstion purpose only and may not be exact representation of the product.)	Specification	Dimension (variation on overall dimension not more than+100mm)	Impact
1	CYCLE		<p>Material:pre Galvanized Mild steel Thickness of pipe not les than3mm.Mainframe pipe 110-115MM(as/design) Swinging paddle pipe 10-15MM Handle pipes20-250MM,Plastic Alloy/HDPE Seat with appropriate thickness with effecitevely connected on frame Plastic alloy/Nylon footrest with appropriate thickness,Reinforced foot pedals for extended life. permanent lubricated sealed bearing of reputed brand for Maintenance free usage. All opn ends of pipe either sealed in or closed by GI/LLDPE Cap for user saftey. Paint:All Weather Double layer powder coated paint Thickness of base plate for fixing not less than 8mm</p>	factory fitted standard size	This equipment emphasizes on the leg and lower body Muscles.



Section V. Sample Forms

2	Arm & shoulder Wheel (4 wheel)		<p>Material:pre Galvanized Mild steel Thickness of pipe not less than 3mm. Main Central pipe 110-165MM(as/design) Both side arm support 30-40MM Rotating Wheels 365-430mm dia, Permanent lubricated sealed bearing of reputed brand for Maintenance free usage, All opn ends of pipe either sealed in or closed by GI/LLDPE Cap for user saftey, Paint:All Weather Double layer powder coated paint. thickness of base plate for fixing not less thsn 8mm</p>	<p>1370MM*890MM *1610MM</p>	<p>This equipment emphasizes on the shoulder,elbow and wrist Muscles exercises.</p>
3	Twister(Trriple)		<p>Material:pre Galvanized Mild steel Thickness of pipe not less than 3mm. Main frame pipe Dia:100-150MM(as/design) handle wheel pipe 25-50MM,Rotating disc: Plastic Alloy/HDPE Seat with appropriate thickness with effecitevely connected on frame. Plastic alloy/Nylon footrest with appropriate thickness,Reinforced foot pedals for extended life. All opn ends of pipe either sealed in or closed by GI/LLDPE Cap for user saftey. permanent lubricated sealed bearing of reputed brand for Maintenance free usage Paint:All Weather Double layer powder coated paint. Thickness of base plate for fixing:not less than 8mm</p>	<p>1740MM*510MM *1425MM</p>	<p>This equipment helps in back and spinal joint exercises.Strengthens Abdominal muscles and aligns lower back and spine.assists in increasing flexibility of upper and lower back.</p>


Section V. Sample Forms

4	Air swing(double)		<p>Material:pre Galvanized Mild steel Thickness of pipe not less than 3mm. Main frame pipe:110-165MM(as/design) Swinging paddle pipe40-80MM, handle pipes 30-60MM, Plastic Alloy/Nylon footrest with appropriate thickness. Reinforced foot pedals for extended life. Permanent lubricated sealed bearing of reputed brand for Maintenance free usage, All opn ends of pipe either sealed in or closed by GI/LLDPE Cap for user saftey. Paint:All Weather Double layer powder coated paint Thickness of base plate for fixing:not less than 8mm</p>	1465MM*930MM *1360MM	Emphasizes on the front & back upper leg muscle exercises.it also assists in leg stretching & waist stretching.
5	Air Walker		<p>Material:pre Galvanized Mild steel Thickness of pipe not less than 3mm. Main frame pipe:110-165MM(as/design) Swinging paddle pipe40-80MM, Handle pipes 30-60MM, Plastic alloy/Nylon footrest with appropriate thickness,Reinforced foot pedals for extended life. permanent lubricated sealed bearing of reputed brand for Maintenance free usage, All opn ends of pipe either sealed in or closed by GI/LLDPE Cap for user saftey. Paint:All Weather Double layer powder coated paint. Thickness of base plate for fixing:not less than 8mm</p>	1285*MM*510MM *1400MM	This equipment emphasizes on stretching exercise.Improves physical performance,body balance,aerobic capacity &flexibility.

Section V. Sample Forms

6	Parallel Bar		<p>Material:pre Galvanized Mild steel Thickness of pipe not less than 3mm. Main frame pipe:110-165MM(as/design) Plastic Alloy/Nylon footrest with appropriate thickness. permanent lubricated sealed bearing of reputed brand for Maintenance free usage. Reinforced foot pedals for extended life. All opn ends of pipe either sealed in or closed by GI/LLDPE Cap for user saftey. Paint:All Weather Double layer powder coated paint. Thickness of base plate for fixing:not less than 8mm</p>	Factory fitted standard size	This equipment strengthensbody arm, increases endurance and helps to lose weight.
7	Rowing Machine		<p>Material:pre Galvanized Mild steel Thickness of pipe not less than 3mm. Main frame pipe:110-165MM(as/design) Handle frame & other other frame 30-60mm (as/design) PVC cover Handle with dia 30-60mm, Revolving paddles & wheels heavy dully M.s plate PVC Handle and dia 33 mm, Plastic Alloy/ HDPE Seat with appropriate thickness with effectievly connected on frame permanent lubricated sealed bearing of reputed brand for Maintenance free usage. Nylon covers for covering the nuts & Bolt. All opn ends of pipe either sealed in or closed by GI/LLDPE Cap for user saftey. Paint:All Weather Double</p>	1350MM*940MM *1130MM	This equipment strengthens the upper body and core body and core muscles.Assists in Strengthening the thigh muscles.

Section V. Sample Forms

			layer powder coated paint. Thickness of base plate for fixing: not less than 8mm		
8	Sit-up Board (Double)		Material: Galvanized Mild steel Thickness of plate not less than 3 mm Main frame pipe: 110-125MM Plastic Alloy/ HDPE Seat with appropriate thickness with effectively connected on frame permanent lubricated sealed bearing of reputed brand for Maintenance free usage. Nylon covers for covering the nuts & Bolt. All open ends of pipe either sealed in or closed by GI/LLDPE Cap for user safety. Paint: All Weather Double layer powder coated paint. Thickness of base plate for fixing: not less than 8mm	Factory fitted standard size	This equipment emphasizes abdominal fitness.

Supply ,delivery,Installation,labour,foundation frame and other material included in the above Item.



Section V. Sample Forms

1. Price Quotation and Price Schedules

Date:

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

Gentlemen and/or Ladies:

Having examined the Direct Purchase (DP) documents, we the undersigned, offer to supply and deliver **Open Gym Equipment's** in conformity with the said DP documents for the sum of 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 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 _____ 20_____.

[signature]

[in the capacity of]

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



3. Form of Agreement

THIS AGREEMENT made the ____ day of _____ 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

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal: