



Office of Municipal Executive
Urlabari Municipality
urlabari-Morang

REQUEST FOR TECHNICAL & FINANCIAL PROPOSAL RFP

DOCUMENT FOR SHOPPING OF

4WD Single Cab Pickup Right hand drive model suitable for driving in nepal at an altitude up to 2500 meter and in ambient temperature - 5 to 50 degree centigrade. Gross vehicle Weight of the vehicle shall not be less than 2600 kg. payload not less than 800 kg and shall have seating capacity for at least 2 persons including 4 Wheel Vehicle

Proposal Submitted By-----

2 November- 2021

SHOPPING OF VEHICLE

REQUEST FOR FINANCIAL PROPOSAL (RFP)

Purchaser: Office of Municipal Executive, Urlabari Municipality, Urlabari Morang

Source of Funding: GON

Contract Ref: SM/CS/075/76/01

Date of Issue: Aug - 02-2018

To

M/S

Dear Sir/Madam

1. Office of Municipal Executive, Urlabari Municipality, urlabari Morang hereby requests you to submit financial proposal(s) and the discounts for the supply of the following items:

Item No	Description of Item	Unit	Quantity
01	Supply and Delivery of Double cap, 4wheel Pick-up Minimum 2490 C.C., Rated Power-13HP & 4 cillender Vehicle per technical proposal proposed by you M/S	Nos	1

2. You must quote for all the items under this request. Price proposals will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the item.

3. You shall submit one original price proposal. Your proposal in the attach format should be signed, sealed in an envelope and addressed to declared to the following address:

Purchaser's Address:

Office of Municipal Executive

Urlabari Municipality

Urlabari-Morang

Telephone: 021-540000

4. Your proposal in duplicate and written in English language, should be accompanied by adequate information (in English/Nepali language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Nepal.

5. The deadline for receipt of your proposal (s) by the Purchaser at the address indicated in Paragraph 3 is: ----- Hrs, =====. The proposal shall be opened in public in the presence of Suppliers' representative who choose to attend on ----- Hrs local time on ----- Hrs, ===== at the following address.

Office of Municipal Executive
Urlabari Municipality
Urlabari -Morang

6. You shall submit only one set of proposals for the above items. Your proposal must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Financial Proposal, your proposal will not be considered further.

7. Your proposal(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

- (i) PRICES: The prices should be quoted for supply and delivery to Office of Municipal Executive, Suryabinayak Municipality, Suryabinayak, Bhaktapur. Prices shall be quoted in the currency of the Purchaser i.e in Nepalese Rupees.
- (ii) EVALUATION OF PROPOSALS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request For Financial Proposal, and it will not be considered further. The Purchaser will evaluate and compare only the proposals determined to be substantially responsive. In evaluating the proposals, the Purchaser will adjust for any arithmetical errors as follows:
- (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (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 will govern; and
 - (c) If a Supplier refuses to accept the correction, his proposal will be rejected.

In addition to the quoted price, the evaluated price shall include Value Added Tax (VAT) in Nepal.

- (iii) AWARD OF PURCHASE ORDER. The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

उत्तराखण्ड
उत्तराखण्ड सरकार
उत्तराखण्ड प्रशासकीय अधिकारी
उत्तराखण्ड प्रशासकीय अधिकारी

(iv) VALIDITY OF THE OFFER: Your proposal(s) should be valid for a period of thirty (30) days from the deadline for receipt of proposal(s) indicated in Paragraph 5 of this Request For Financial Proposal.

(v) If you withdraw your proposal during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of suppliers for the project for two years.

8. Further information can be obtained from:
Office of Municipal Executive
Urlabari Municipality
Urlabari –Morang
Telephone: 021-540000

9. The bidder whose proposal has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Purchaser within 7 days from the last date of submission of proposal.

10. Please Confirm by fax/e-mail the receipt of this request and whether or not you will submit the price proposal(s).

Sincerely
Urlabari Municipality

FORM OF PROPOSAL

To

Office of Municipal Executive

Urlabari Municipality

Urlabari– Morang

Telephone: 021540000

We offer to execute the “Shopping of RHD 4WD Hardtop Jeep”, Contract Identification- SM/CS/075/76/01 in accordance with the Conditions of Contract accompanying this Proposal for the Contract Price of ----- (amount in words and numbers) (-----

----- (name of currency)_____. We propose to complete the delivery of Goods described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

Prices for Supply

Item No	Description of Item	Unit	Qty	Unit Price (NRs)		Total price (NRs)	
				Figures	In Words	Figures	In Words
01	Supply and Delivery of Double cap, 4wheel Pick-up Minimum 2490 C.C.,Rated Power-130HP & 4 cillender Vehicle	Nos	1				
	Sub-Total						
	VAT @13% (NRs)						
	Grand Total (NRs) in Figure						
	Grant Total In Words:						

Schedule for Supply: Within 7 days from the date of agreement.

This Proposal and your written acceptance will constitute a binding Contract between us. You understand that we are not bound to accept the lowest or any Proposal we receive.

We hereby confirm that this Proposal complies with the Validity of the Offer and Warranty



प्रमुख प्रशासकीय अधिकारी

conditions imposed by the Request For Financial Proposal document and the Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this Request For Financial Proposal.

We are not in the Government of Nepal sanctions list.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number : _____

Fax Number, if any _____

Email address (optional) _____

TERMS AND CONDITIONS OF SUPPLY

Purchaser: Office of Municipal Executive, Uurlabari Municipality, Uurlabari Morang

Package No:SM/CS/075/76/01

1. Schedules for Supply:

Within 7 days from the date of agreement

2. Fixed Price: The prices indicated in the Form of Proposal are firm and fixed and not subject to any adjustment during contract performance.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding one months from the date of signing of contract.
4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on "All risks" basis.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the _____ (arbitration law or rules of the Purchaser's country).
7. Delivery and Documents: Upon delivery, the Supplier shall provide the following documents to the Purchaser:
 - (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - (ii) manufacturer's or supplier's warranty certificate; and
 - (iii) Certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

8. The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract. The Supplier shall provide a Performance Security of **five (5) percent** of the Contract Price. If in case the quoted bid amount is below than 15% of estimated amount, the performance security amount shall be applicable as calculated from the following formula.

$$PS = [(0.05 * BA) + 0.5 * (0.85 * EA - BA)]$$

Where:

PS = Performance Security Amount

BA = Bid Amount

The performance security should be issued from the 'A' class commercial bank and shall be valid for 30 days beyond the warranty period of the supplied equipment/vehicle.

9. **Payment:** Payment of the contract price shall be made in the following manner:

On Delivery and acceptance: One Hundred (100%) percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services

10. **Warranty:** Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.
11. **Packaging and marking Instructions:** The Supplier shall provide standard packing of the goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the contract.

12. **Defects:** All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Facility _____

Address _____

13. **Force Majeure:** The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

14. **Required Technical Specifications:** (with attachments)

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters



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Supplier confirms compliance with offered specifications.

15. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 7 day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER: _____

Authorized Signature: _____

Place: _____

Date : _____



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FORM OF CONTRACT

1. Letter of Intent

[on letterhead paper of the Purchaser]

.....[insert date].

To: [insert name and address of the Contractor]

Subject: Issuance of letter of intent to award the contract.

This is to notify you that, it is our intention to award the contract [insert date] for execution of the [insert name of the contract and identification number] to you as your bid price [insert currency and amount in figures and words]. as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature:

Name:

Title:

CC:

[Insert name and address of all other Bidders, who submitted the bid]

[Notes on Letter of Intent]

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Purchaser and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsive lowest evaluated bid.]

2. Letter of Acceptance

[on letterhead paper of the Employer]

..... date.

To: name and address of the Supplier

Subject: Notification of Award

This is to notify that your Bid dated . . . [insert date] for execution of the [insert name of the contract and identification number] for the Contract price of [insert currency and amount in figures and words], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

Name and Title of Signatory:

CONTRACT AGREEMENT

THIS AGREEMENT number _____ made on _____, 2018, between _____ (hereinafter called "the Purchaser") on the one part and _____ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested for proposal for _____ (description of goods) to be supplied by Supplier, viz. Contract _____, (hereinafter called "Contract") and has accepted the Proposal by the Supplier for the supply of goods under Contract at the sum of _____ (hereinafter called "the Contract Price".)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Form of Proposal; Terms and Conditions of Supply, Technical Specifications;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Nepal(country of Purchaser) on the date indicated above.

Signature and seal of the Purchaser:
For and on behalf of

Name of Authorized Representative
Office of Municipal Executive,
Urlabari Municipality
Urlabari Morang

Signature and seal of the Supplier:
For and on behalf of

Name of Authorized Representative

उत्तरवारी नगरपालिका
कर्मचारीको कार्यालय
उत्तरवारी, कैलाली

प्रमुख प्रशासकीय अधिकारी

Performance Security
in this form in accordance with the

3. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[insert complete name and number of Contract]

To: [insert complete name of Purchaser]

WHEREAS [insert complete name of Supplier] (hereinafter "the Supplier") has received the notification of award for the execution of [insert identification number and name of contract] (hereinafter "the Contract").] (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned notification of award that the Supplier shall furnish you with a security [insert type of security] issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter the "Guarantor"), have agreed to give the Supplier a security:

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

This security is valid until the [insert day, month, year].

Name: [insert complete name of person signing the Security]

In the capacity of: [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of: [insert seal and complete name of Guarantor]

Date: [insert date of signing]

Note: This Guarantee is valid until a date 30 days from the date of issue of the Certificate of Acceptance and/ or beyond the validity of warranty period.