

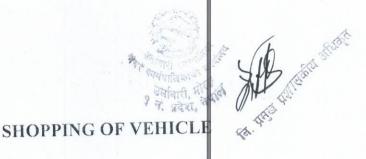
REQUEST FOR TECHNICAL & FINANCIAL PROPOSALRFP

DOCUMENT FOR SHOPPING OF

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

Proposal Submitted By-----

2 November- 2021



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

То																			
M/S									٠			100							
	12	2				٠													

Dear Sir/Madam

1. Office of Municipal Executive, <u>Urlabari</u> Municipality, urlabari Morang hereby requests you to submit financialproposal(s)and the discounts for the supply of the following items:

Ite Description of Item Mo	Unit	Quantity
Supply and Delivery of Double cap, 4wheel Pick-up Minimum 2490 C.C.,Rated Power-13(HP &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

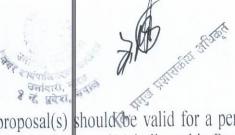
- 4. Your proposal in duplicate and written in English language, should be accompanied by adequate information (in English/Nepali language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Nepal.
- 5. The deadline for receipt of your proposal (s) 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. Yourproposal(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) <u>PRICES:</u> The prices should be quoted for supply and delivery toOffice of Municipal Executive, Suryabinayak Municipal ty, Suryabinayak, Bhaktapur. Prices shall be quoted in the currency of the Purchaseri.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 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) <u>AWARD OF PURCHASE ORDER</u>. 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.



- (iv) <u>VALIDITY OF THE OFFER:</u> 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

То

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	f 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

Ite	Description of Item	Unit	Qty	Unit Pric	e (N	Rs)	Total price (NRs)		
m No				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:								
	Grant rotal III 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

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, Urlabari Municipality, Urlabari Morang

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

1. Schedules for Supply:

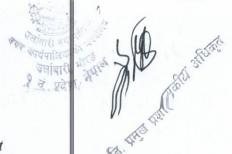
Within 7 days from the date of agreement

- 2. <u>Fixed Price:</u> The prices indicated in the Form of Proposal are firm and fixed and not subject to any adjustment during contract performance.
- 3. <u>Delivery Schedule:</u> The delivery should be completed as per above schedule but not exceeding one months from the date of signing of contract.
- 4. <u>Insurance:</u>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. <u>Applicable Law:</u>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. <u>Delivery and Documents:</u> Upon delivery, the Supplier shall provide the following documents to the Purchaser:
 - 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.

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

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

Warranty: Goods offered should be covered by manufacturer's warranty for at least 10. 12 months from the date of delivery to the Purchaser.

- Packaging and marking Instructions: The Supplier shall provide standard packing of 11. the goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the contract.
- Defects: All defects will be corrected by the Supplier without any cost to the Purchaser 12. 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

Force Majeure: The supplier shall not be liable for penalties or termination for default 13. 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.

- Required Technical Specifications: (with attachments) 14.
 - (i) General Description
 - (ii) Specific details and technical standards
 - (iii)Performance Parameters

St. Ref. Belling and St. Belling

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 day notice given by the Purchaser, without incurring any liability to the Supplier.
	NAME OF SUPPLIER:
	Authorized Signature:
	Place:
	Date :



FORM OF CONTRACT

1. Letter of Intent [onletterheadpaper of thePurchaser]



......[insertdate].

	name and address of the	
Subject: Is	suance of letter of intent	to awardthecontract.
forexecution of the identificationnumber]	to you as yourbidprice	ardthecontract [insertdate] [insert.name of thecontract and [insertcurrency and .amount does not not be a second and the contract and elowestevaluated bid.
	AuthorizedSignature:	
	Name:	

CC:

[Insertname and address of allotherBidders, whosubmitte Ithebid]

[Notes on Letter of Intent

Theissuance of Letter of Intentistheinformation of theselection of thebid of thesuccessfulbidderbythePurchaser and forprovidinginformation to otherunsuccessfulbidderswhoparticipated in thebid as regards to theoutcome of theprocurementprocess. This standard form of Letter of Intent to Awardshould be filled in and sent to thesuccessfulBidderonlyafterevaluation and selection of substantiallyresponsiblelowestevaluatedbid.]

2. Letter of Acceptance
[onletterheadpaper of the Employer]

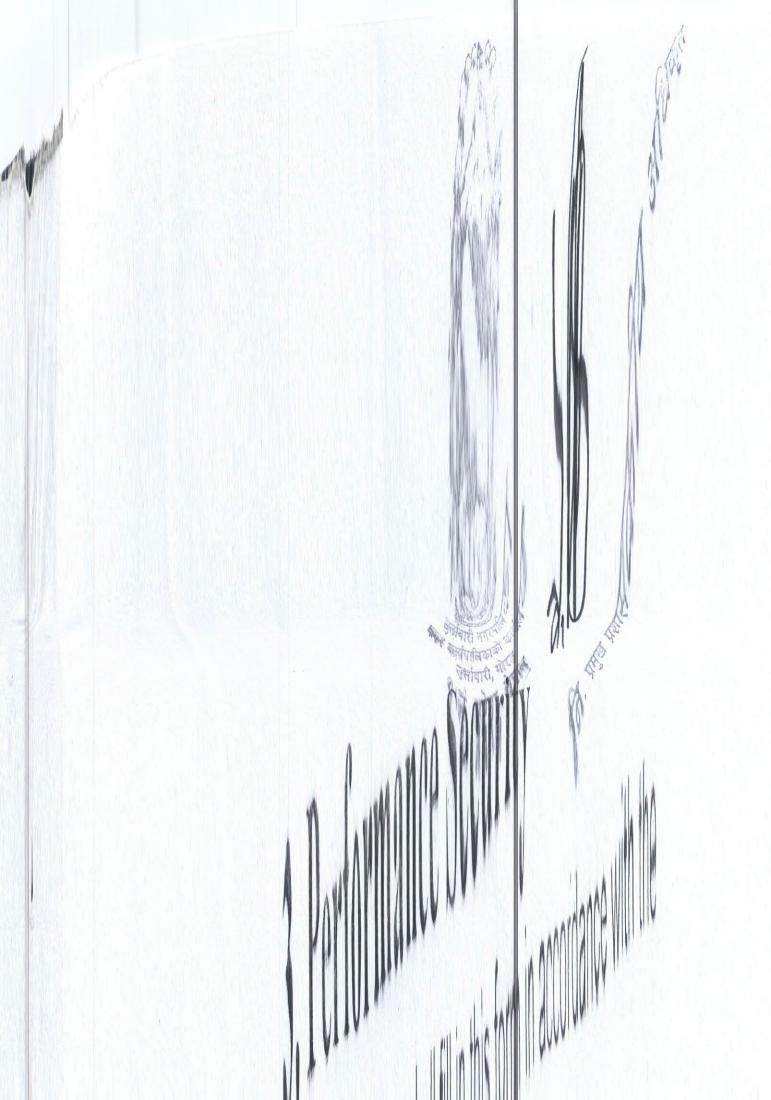
St. this tritted to state of

	date
To: name and address of the Supplier	
Subject: Notification of Awa	·d
Thisis to notifythatyourBiddated [insertdate] for execution and identification number to the contract and identification number to accordance with the Instruction in the Bidders accordance with the Instruction to Bidders.	nd words], as corrected in
You are herebyinstructed to contactthis officontractagreementwithin 15 days. As per theConditialsorequired to submit Performance Security, as specificant Guarantee in theformatincluded in Section theBiddingDocument.	ed in SCC, consisting of a
The Purchasershall for feithebids ecurity, in case you fail Security and to signthecontract within specified period.	to furnishthe Performance
AuthorizedSignature:	

Name and Title of Signatory:

CONTRACT AGREEMENT

THIS AGREEMENT number (hereina	fter called "the Purchaser") on the one part and (hereinafter called "the Supplier") on the
other part.	
WHEREAS the Purchaser has requested for goods) to be supplied by Supplier, viz. Cor has accepted the Proposal by the Supplier for of	or the supply of goods under Contract at the sum
NOW THIS AGREEMENT WITNESSETH	AS FOLLOWS:
 The following documents shall be deem this agreement, viz: 	ned to form and be read and construed as part of
a) Form of Proposal; Terms and Condit	tions of Supply, Technical Specifications;
b) Addendum (if applicable);	a li
and complete the supply of goods under conformity with the provisions of the C	de by the Purchaser to the Supplier as hereinafter des an Agreement with the Purchaser to execute er the Contract and remedy any defects therein in ontract.
	y, in consideration of the acceptance of Contract, emedying of defects therein, the Contract Price in
IN WITNESS whereof the parties hereto Nepal(country of Purchaser) on the date inc	o have executed the Contract under the laws of dicated above.
Signature and seal of the Purchaser: For and on behalf of	Signature and seal of the Suppler: For and on behalf of
Name of Authorized Representative Office of Municipal Executive, Urlabari Municipality Urlabari Morang	Name of Authorized Representative





[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]

<u>Note:</u> 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.