



Mohanyal Rural Municipality

Office of Rural Municipal Executive

Khimadi, Kailali
Sudhuraschim Province, Nepal



PROPOSAL DOCUMENT

For

**Procurement of Ration and Essential Logistics
for Relief and management in N-Corona
Virus Epidemic situation.**



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मोहन्याल गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
खिमडी, कैलाली
सुदूरपश्चिम प्रदेश, नेपाल



मोहन्याल गाउँपालिका, खिमडी, कैलालीको COVID-19 को लागि राहत वितरण तथा व्यवस्थापन सामग्री सम्बन्धि

अत्यन्त जरुरी सुचना

(प्रथम पटक प्रकाशित सुचना २०७३/०१/०१)

COVID-19 को रोकथाम तथा व्यवस्थापनको लागि अति आवश्यक सामानहरु सार्वजनिक खरिद नियमावली २०६४ को नियम १४५ को विशेष परिस्थितीमा खरिद गर्ने व्यवस्था सम्बन्धि प्रावधान बमोजिम तत्काल खरिद गर्नु पर्ने भएकाले सक्षम आपूर्तिकर्ताले तपशिलको स्थान, मिति र समयमा हुने वार्तामा आफ्नो स्वच्छ र उचित मूल्यको प्रस्ताव सहित उपस्थित हुन सम्बन्धित सबैको जानकारीको लागि यो सुचना प्रकाशित गरिएको छ ।

सि.न.	विवरण	ईकाई	परिमाण
१.	मोटो चामल	के.जी.	68720
२.	दाल(मास)	के.जी.	5498
३.	आयो नुन	प्याकेट	5498
४.	सुदु तारीको तेल	बोतल व प्याकेट	2749
५.	साबुन	गोटा	5498

तपशिल:

स्थान: मोहन्याल गाउँपालिका, फाल्गुनबिहीना

मिति: २०७३ वैशाख ४ गते

समय: दिउँसो १:०० बजे

प्रस्ताव सित सफलगर्नु पर्ने विवरण

Notarized copies of Up to date Firm/Company Registration Certificate, VAT/PAN Registration Certificates, Tax Clearance Certificate of FY2075-76 and, Power of Attorney (If necessary)

प्रस्ताव को ढोचा : <http://www.mohanyalmun.gov.np/> बाट download गर्न सकिनेछ ।

For bid security

1. Dharaatikhata 077000000024201 Citizen bank international LTD, Mohanyal branch khimadikailali
2. Amount Rs 150000 (one lakh fifty thousand only)

For clarification

Call 9858426759

जयनन्द जैशी

निमित्त प्रमुख प्रशासकीय अधिकृत

जय नन्द जैशी

निमित्त प्रमुख प्रशासकीय अधिकृत



1. Price proposal for Rasan

Date:

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

Gentlemen and/or Ladies:

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

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 _____



[Signature]

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 transit 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

- 7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.



A handwritten signature in black ink, appearing to be 'S. S. S.' or similar.

- 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**
- The Purchaser will be responsible for taking out any appropriate insurance 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 Purchaser's address for notice purposes: Mohanyal Rural Municipality, khimadi, Kailali , 9858426145
- 13.2 Supplier's address for notice purposes:.....
- 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 carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :



- 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:
- if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,
 - 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,
 - if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.
 - Unable to Supply with in time as per notice or agreement
- 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.



~~5.5~~

Section III. Schedule of Requirements

S.N.	Description	Quantity	Place of Delivery	Delivery schedule
1.	मोटो चामल	68720	<ul style="list-style-type: none">Ward no 1 Chayabhaber and RaksaWard no 2 KoltadiWard no 3 Salleri and sawaWard no 4 khimadiWard no 5 KataujeWard no 6 Solta and amgairaWard no 7 Okherekot and Rajkanda	Within 3 days of agreement or per office written notice
2.	दान(मास)	5498		Within 3 days of agreement or per office written notice
3.	आयो नुन	5498		Within 3 days of agreement or per office written notice
4.	मुद्द तोरीको तेल	2749		Within 3 days of agreement or per office written notice
5.	साबुन	5498		Within 3 days of agreement or per office written notice



[Signature]
जय नन्द जैशी
निमित्त प्रमुख प्रशासकीय अधिकृत

Section IV. Technical Specifications/Quality

The required specification and quality must be as below

S.N.	Item	Specification / Quality
1	मोटो चामल	मोटो चामल, किरा नलागेको राम्रो
2	दाल(मास)	राम्रो, किरा नलागेको
3	आयो नुन	१ के.जि को प्याकेट
4	मुद्दतोरीको तेल	तोरीको तेल, बोटल वा प्याकेटमा १ लि
5	साबुन	नुहाउने साबुन,



A handwritten signature in black ink, consisting of stylized, cursive letters.

Section V. Sample Forms

1. Price proposal for Rasan

Date:

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

Gentlemen and/or Ladies:

Having examined the proposal documents, we the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said proposal doc for the sum of *[total 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 Price proposal.

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 proposal 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 proposal you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

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



A handwritten signature in black ink, appearing to be 'Rajan' or similar, written over a horizontal line.

2.

Price Schedule

Name of Supplier _____, Page of _____

Proposer can quote the price for single item multiple items

1	2	3	4	5	6	7
Item No	Description	Unit	Quantity	Unit price	Total price per item (cols 4 x 5)	Remarks
1	मोटो चामल	के.जी.	68720			
2	दान(माम)	के.जी.	5498			
3	आयो तुन	प्याकेट	5498			
4	गुद्दतरीको तेल	बोतल वा प्याकेट	2749			
5	साबुन	गोटा	5498			
6	डुवानी	ल.स.				
Total Amount						
13% Value Added Tax						
Total Amount Including VAT						

Total Price (in words)

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail

VAT is only for item no 4, 5 and 6



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 proposal 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:



A handwritten signature in black ink, appearing to be "S. S. S.", written over a horizontal line.