





### **BIDDING DOCUMENT**

### Procurement of Goods Sealed Quotation

Procurement of Service For Publishing News on National Daily Newspaper (A-Grade)

Issued by:
Binayi Tribeni Rural Municipality
Office of The Rural Municipal
Dumkibas, Nawalparasi (Barghat Susta East)

September 2022



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#### Section I. Invitation for Sealed Quotation

Name of the Office: Binayi Tribeni Rural Municipality
Address of the Office: Dumkibas, Nawalparasi (Bardaghat Susta East)

Invitation for Sealed Quotation for the procurement of......

Sealed Quotation No: 01/SQ/BTRM/2079-080

Date of first Publication: 2079/07/03

- 1. The Binayi Tribeni Rural Municipality invites sealed quotations from registered Suppliers for the supply, delivery and installation of News on National Daily Newspaper (A-Grade).
  - 2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of Binayi Tribeni Rural Municipality, Dumkibas, Nawalparasi (Bardaghat Susta East), www.binayitribenimun.gov.np.
- 3. A complete set of Bidding Documents may be purchased from the office Binayi Tribeni Rural Municipality Dumkibas, Nawalparasi (Bardaghat Susta East), www.binayitribenimun.gov.np. by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs. 1000.00 till 2079/7/18 at 12:00 PM during office hours.
- 4. Sealed bids must be submitted to the office Binayi Tribeni Rural Municipality Dumkibas, Nawalparasi (Bardaghat Susta East), www.binayitribenimun.gov.np. by hand on or before 12:00 on 2079/7/18. Bids received after this deadline will be rejected.
- 5. The bids will be opened in the presence of Bidders' representatives who choose to attend at 2079/7/18,1:00 at the office of Binayi Tribeni Rural Municipality Dumkibas, Nawalparasi (Bardaghat Susta East),. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of 60000, which shall be valid for 30 days beyond the validity period of the bid. If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No. 00815153326, dharauti khata, Siddartha Baink, Dumkibas Branch and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
- 6. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
- 7. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.





### Section II. Instructions to Bidder

1.	Scope of Works	1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.			
2.	Eligible Bidder	2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.			
		a) Up to date Firm/Company Registration Certificate			
		b) VAT and PAN Registration Certificates			
		c) Tax Clearance Certificate for the Fiscal Year			
		d) Business registration certificate ( if required)			
		e) Power of Attorney to sign the Sealed Quotation			
		f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Sealed Quotation is submitted from JV.Other			
		g) Documents as needed [Please specify]			
		2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.			
3.	One Quotation per Bidder	3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.			
4.	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of his Quotatio and the Purchaser shall in no case be liable for those costs.			
5.	Site Visit	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.			
6.	Content of	6.1 The Quotation Form comprise the documents listed below:			
	Quotation Form	Section I: Invitation for Sealed Quotation (SQ)			
	1 31111	2. Section II: Instructions to Bidders			
		3. Section III: Bid Data Sheet			
		Section IV Quotation Forms and Price Schedule			
		·			
		5. Section V: Schedule of Requirements			
		6. Section VI: General Conditions of Contract (GCC)			







		7. Section VII: Special Conditions of Contract
		8. Section VIII: Contract Form
7.	Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
8.	Language of Quotation	8.1 All documents relating to the Quotation shall be in English or in Nepali.
9.	Documents	9.1 The Quotation by the Bidder shall comprise the following:
	Comprising Quotation	a. Quotation Form and Price Schedules
		b. Bid Security
		c. Schedule of Requirements
10.	Quotation Prices	10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract.
		10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
		10.3 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.
11.	Quotation Validity	11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
12.	Quotation/Bid Security	12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security <b>as specified in the BDS.</b> In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive.
		12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:  (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;
		(b) a cash deposit voucher in the Purchaser's Account as specified in the BDS
		In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding





Section II. Instructions to Didders	
	Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid  12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.  12.4 The Bid security shall be forfeited if:  (a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline.  (b) a Bidder changes the prices or substance of the Sealed Quotation while providing information;  (c) a Bidder involves in fraud and corruption pursuant to clause 26;  (d) the successful Bidder fails to:  (i) furnish a performance security in accordance with clause 25;  (ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or  (iii) accept the correction of arithmetical errors pursuant to clause 19.1  (iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification
13. Format and Signing of Quotations	13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.
14. Sealing and Marking of Quotations	<ul> <li>14.1 Bidders may submit their bids by manually or by electronically. When so specified in the BDS. Procedures for submission, sealing and marking are as follows:  Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed quotation.</li> <li>14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS</li> </ul>
15. Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
16. Late Quotation	16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.





17. Modification And Withdrawal	17.1 Sealed Quotations once submitted shall not be withdrawn or modified.	
18. Bid Opening	<ul> <li>18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS</li> <li>18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</li> </ul>	
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.	
20. Examination of Quotations	20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation  (a) meets the eligibility criteria defined in Clause 2;  (b) has been properly signed by the authorized person;  (c) is accompanied by the required securities; and  (d) is substantially responsive to the requirements of the Bidding documents.	
21. Evaluation and Comparison of Quotations	<ul> <li>21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows: <ul> <li>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</li> <li>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>(c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected.</li> <li>(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is</li> </ul> </li> </ul>	





related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above.
21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.
21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.
22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
24.1The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.
24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.
24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and , upon which the Contract shall then be awarded to the next successive successful Bidder.





25. Performance Security	25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser.  i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.  ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:  Performance Security Amount =  [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.  The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.	
26. Corrupt or Fraudulent Practices	<ul> <li>26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</li> <li>26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</li> </ul>	
27. Conduct of Bidders	<ul> <li>27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</li> <li>27.2 The Bidder 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: <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 cause harm to the person or the property of any person to be 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> </ul> </li> <li>27.3 contacting the Purchaser with an intention to influence the Purchaser</li> </ul>	





	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	
28. Blacklisting Bidder	28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:	
	a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,	
	<ul> <li>b) if it is proved later that the bidder/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> </ul>	
	c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.	
	<ul> <li>d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</li> </ul>	
	e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.,	
	28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.	
29. Publication of contract award notice	29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of <b>District Coordination</b> Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office, Such notice shall also be posted in its website and PPMO's website.	
	<ul> <li>a. Name of the procurement,</li> <li>b. IFB number,</li> <li>c. date and name of newspaper published the IFB notice,</li> <li>d. name of the successful Bidder, and the contract price.</li> </ul>	
	29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.	



Section II. Instructions to Bidders

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30. Provision of PPA and PPR	30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.
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### Section - III

### **Bid Data Sheet**

ITB 1	The scope of Supply is					
	The number of the Invitation for Sealed Quotation (SQ) is : 01/SQ/BTRM/2079-080					
	The Purchaser is: Binayi Tribeni Rural Municipality					
	The name of the Project is: Procurement Of Service For Publishing News on National Daily Newspaper (A-Grade)					
ITB 12.1	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of 60,000, which shall be valid for 30 days beyond the validity period of the bid.					
ITB 12.2 (b)	Cash Depo	Cash Deposit Account for Bid Security:				
	Bank Name	e: Sido	dhartha Baink Bank Address: Dumkibas Brar	nch, Nawalparasi East		
	Account ho	older':	s Name: Binayi Tribeni Rural Municipality Ac	ccount Number: 008	15153326.	
ITB 14.1	Bidders <b>"s</b>	shall n	not" have the option of submitting their bids	electronically.		
	Electronic	subm	ission procedure shall be : <b>NA</b>			
	The red	quired	forms and documents shall be part of tech	nnical bids.		
	No. Document Requirement Rem				Remarks	
		1	Letter of Quotation	Mandatory	PDF	
		2	Quotation Security/Bank Guarantee	Mandatory	PDF	
		3	Company registration	Mandatory	PDF	
		4	VAT registration	Mandatory	PDF	
	Tax clearances certificate or evidence of tax return submission for the F/Y 2078/079		Mandatory	PDF		
		6	Power of Attorney of Bid signatory	Mandatory	PDF	
		7	Completed Price Schedule	Mandatory	PDF	
		8	Bank Voucher for cost of bid document	Mandatory	PDF	
		9	Joint venture agreement/intent of JV	Mandatory in case of JV Bids Only	PDF	
		10	Additional documents specified in Bidding Document (any other required	If applicable	PDF	



Section II. Instructions to Bidders

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	documents, which is not against the provision of Procurement Act/Regulation/Directives and				
	Standard Bidding Document issued by PPMO)				
	<ul> <li>i. After providing all the details and documents, bid response documents will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.</li> <li>ii. For verifying the authentic user, the system will send one-time password in the registered email address of the bidder. System will validate the OTP and allow</li> </ul>				
	bidder to submit their bid.  iii. Once Quotation is submitted, bidders won't able to modify/withdrawal their bid.				
ITB 15	The deadline for Sealed Quotation submission is:				
	Date: 2079/07/18				
	Time: 12:00				
	Address: Binayi Tribeni Rural Municipality, Dumkibas, Nawalparasi (Bardaghar Susta East)				
ITB 18	The Sealed Quotation opening shall take place at :				
	Address : Binayi Tribeni Rural Municipality, Dumkibas, Nawalparasi (Bardaghar Susta East)				
	Date: 2079/07/18				
	Time: 1:00				





Date:

### **Section IV.Quotation Form and Price Schedule**

### 1. Quotation and Price Schedules

To: [name and address of the Purchaser]
Gentlemen and/or Ladies:
Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said SQ documents for the sum of [total SQ amount in words and figures] of such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this SQ.
We undertake, if our SQ is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to the amount as stated in the ITE Clause 25 for the due performance of the Contract, in the form prescribed by the Purchaser.
We agree to abide by this SQ for a Period of 45 days from the date fixed for SQ opening it shall remain binding upon u and may be accepted at any time before the expiration of that period.
We understand that this SQ, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business related offense.
We understand that you are not bound to accept the lowest evaluated SQ or any other SQ that you may receive.
Dated this day of 20
[signature] [in the capacity of]
Duly authorized to sign SQ for and on behalf of





#### 2. Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]

1.	Bidder's Legal Name						
2	Bidder's Address:						
3	Bidder's Country of Registration:						
4.	Bidder's Year of Registration:						
5.	Bidder's Legal Address in Country of Registration						
6.	Bidder's Authorized Representative Information:Name:						
	Address:						
	Telephone/Fax numbers:						
	Email Address:						
7	Bidder's Telephone/Fax numbers:						
8	Bidder's Email Address:						
	Attached are copies of the following original documents.						
	1. Firm Registration Certificate						
	2. Authorization to represent the firm						





#### 3. Price Schedule for Goods

Name	e of Bidder		Coi	ntract Identifi	cation Number	
Item	Description	Country of Origin	Quantity	Un	Total Price (in NRs)	
		333833	-	In Figure	(in NRs) In Words	(cols. 4x5)
1	2	3	4		5	4x5=6
					Total	
					VAT	
					Grand Total	
Note	insurance cost.	re than one			ansportation cost to th	
Name	e					
In the	e capacity of					
Signe	ed					
Duly	authorized to sigr	the Sealed	Quotation fo	or and on bel	nalf of	
Date:						

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<sup>&</sup>lt;sup>1</sup> The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.





### 4. Bid Security

#### Bank's Name, and Address of Issuing Branch or Office

(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary:  Date:  Bid Security No.:
We have been informed that
Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.
At the request of the Bidder, we
(a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
(c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
(d) is involved in fraud and corruption in accordance with the ITB
This guarantee will remain in force up to and including the datenumberdays after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not letter than the above date.
This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
Bank's seal and authorized signature(s)  Note:
The bid security ofhas been counter guaranteed by the Bankon





### Section V. Schedule of Requirements

### 1. Delivery and Completion Schedule

Number	Description	Quantity	Unit	Required Delivery Schedule (In Days/weeks/months from the date of signing the contract)	Bidder's offered Delivery date [to be provided by the bidder]
01/SQ/BTRM/2079-	Procurement	1	Per	After Agreement	Current FY
080	Of Service For		CC		
	Publishing				
	News On				
	National				
	Daily				
	Newspaper (A				
	Grade)				





### 2. Technical Specifications

### **Purchaser Requirement**

Ite	Name of Goods	Specific	Description, ations, and ndards	ons, and proposed		Reference page / no. / Catlogue page / no.	The bidder shall state as Fully	
m No.	or Related Services	Related	Particu lars	Requirem ents	descripti catio	d technical ion,specifi on and ndard	page/ no.	complaint/ Partially complaint/ Non complaint
				Particul ars	details			
1	2	3	4		5		6	
01/S Q/BT RM/2 079- 080	Procurement Of Service For Publishing News On National Daily Newspaper (A Grade)	National A-Grade Newspap er	National A- Grade Newspaper					





### **Section VI. General Conditions of Contract**

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;
		<ul> <li>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;</li> </ul>
		<ul> <li>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;</li> </ul>
		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.
Technical Specification	2.1	The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
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.
	Technical Specification	Technical Specification 2.1





4.	Performance Security	4.1	Within seven days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents for the due performance of the Contract in the amounts specified in the SCC.
		4.2	Failure of the successful Supplier to comply with the requirement of Sub- clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.
		4.3	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		4.4	The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month.
		4.5	The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.
5.	Inspection and Tests	5.1	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
		5.2	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.
6.	Packing	6.1	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.
		6.2	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.
		6.3	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.
7.	Delivery of Goods	7.1 the to	Delivery of the goods shall be made by the Supplier in accordance with erms specified by the Purchaser in its Schedule of Requirements.
8.	Insurance		The goods supplied under the contract shall be fully insured in the ency of the Sealed Quotation price against loss or damage incidental to ufacture or acquisition, transportation, storage and delivery in the manner ified.
9.	Warranty	9.1	The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.





	9.2	Unless otherwise specified in the SCC, 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.  The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
	9.4	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.
10. Payment	10.1	Payment shall be made in the Nepalese currency as specified in the SCC
	10.2	Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.
11. Prices	11.1	Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
12. Changed Order	12.1	Where the Purchaser desires to make changes in <b>Schedule of Requirement</b> , it shall not exceed more than 15 percent.
13. Liquidated Damages	13.1	If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
14. Resolution of Disputes	14.1	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	14.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
		14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivary of the Goods under the Contract.
		14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).





	14.3 Notwithstanding any reference to arbitration herein,
	a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
	b. the Purchaser shall pay the Supplier any monies due the Supplier.
15. Governing Language	15.1 The Governing Language shall be: Nepali or English
16. Applicable Law	16.1 The applicable law shall be Laws of Nepal.
17. Notices	17.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt
	17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
18. Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
19. Operation, Maintenance and Spare-parts Manuals	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC
20. Conduct of Suppliers	20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN's Procurement Act and Regulations.
	20.2 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:
	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.
	<ul> <li>coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> </ul>
	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

And.



### 21. Blacklisting Supplier

- 21.1 Without prejudice to any right of the Purchaser under this Contract, 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 Subclause 20.2,
  - b. if the supplier fails to sign an agreement pursuant to ITB Clause 24,
  - c. 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,
  - d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.
- 21.2 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 and credit information bureau of Nepal.





#### **Section VII - Special Conditions of Contract (SCC)**

This SCC forms part of the Agreement

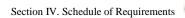
[Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]

Clause	Item							
<b>GCC</b> 1.1.1 (e)	The Purchaser is: Binayi Tribeni Rural Municipality							
GCC 4.1	The Currency of of the performance Security shall be in Nepalese Rupees.  The amount of the performance security shall be as follows:  (i) if bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.  (ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:  (iii)  Performance Security Amount =  [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.  The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.							
GCC 9.1	The warranty period shall be 1 year							
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows:  1. The payment shall be made:  (a) through accounts division/unit of the Purchaser or  (b) Through the District Treasury Controller Office.							
GCC 10	2. Payments shall be made in Nepalese Rupees in the following manner:  Sample provisions:  Advance Payment:[Usually not more than twenty (20)] percent of the contract price shall be paid within thirty (30) days of signing of the contract, and upon submission of request for advance and a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law for equivalent amount valid until the goods are delivered and accepted and in the form provided in the Bidding Document.  On Delivery and acceptance:[Hundred (100) percent. of the Contract Price of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser delivered shall be paid within thirty (30) days upon submission of Tax							





Clause	Item
	Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s. Advance payment shall be deducted and settled in this payment.  or
	On Delivery [Usually eighty (80)] 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 upon submission of Tax Invoice.
	On acceptance:[Usually eighty (20)] percent. of the Contract Price of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. delivered shall be paid within thirty (30) days upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s
	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 (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. and upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s  TDS shall be deducted as per the prevailing rules and regulations.
	[Delete those not appropriate]
GCC 17.1	For notices, the Purchaser's address shall be: [insert full name and address of Purchaser including telephone number, facsimile number and electronic mail address (if applicable)]  Name and Address of the Purchaser: Telephone number: Facsimile number: e-mail Address:
	For notices, the Suppliers's address shall be: [insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]  Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 19.1	The Supplier shall supply[Specify number of copy/ies] manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.



And.







### **Section VIII. Contract Form**

# 1. Letter of Acceptance [on letterhead paper of the Purchaser]

Date
To: name and address of the Contractor
Subject: Notification of Award
This is to notify that your Sealed Quotation dated for execution of the
You are hereby instructed to contract this office to sign the formal contract agreement within 7 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:





### 2. Contract Agreement

description services in the control (hereinaft) NOW THE Services 1. In	on of goods and services] and has accepting the sum of	ation for certain goods and ancillary services, viz., [brief oted a SQ by the Supplier for the supply of those goods and						
1. In		FOLLOWS:						
to	this Agreement words and expressions them in the Conditions of Contract refe	shall have the same meanings as are respectively assigned or red to.						
	ne following documents shall be deer greement, viz.:	med to form and be read and construed as part of this						
a.	Form of Agreement							
b.	b. The Purchaser's Notification of Award							
c.	c. The General Conditions of Contract;							
d.	Special Conditions of Contract							
e.	Quotation Form and the Price Sched	ule submitted by the Supplier;						
f.	The Schedule of Requirements;							
me	entioned, the Supplier hereby covenant	e made by the Purchaser to the Supplier as hereinafter s with the Purchaser to provide the goods and services and a all respects with the provisions of the Contract.						
and be	d services and the remedying of defe	the Supplier in consideration of the provision of the goods cts therein, the Contract Price or such other sum as may the contract at the times and in the manner prescribed by the						
	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						
Na	ime:	Name:						
De	esignation:	Designation:						
Sig	gn:	Sign:						
Sea	al:	Seal:						





#### 3. Performance Security

Date:

To: [name and address of the 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").

AND WHEREAS it has been stipulated by you in the aforementioned Contract 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 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]

[date]





#### 4. Bank Guarantee for Advance Payment

To: [name of the Purchaser] [name of Contract] Gentlemen and/or Ladies: In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words]. We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words]. We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier. Yours truly, Signature and seal of the Guarantors [name of bank or financial institution] [address]





### विनयी त्रिबेणी गाउँपालिका गाउँ कार्यपालिकाको कार्यालय दुम्कीवास,नवलपरासी (ब.स.पु.) गण्डकी प्रदेश नेपाल

आ.ब.२०७९/०८०

सूचना प्रकासनको लागि राष्ट्रिय स्तरमा खुला बोलपत्र आह्वान

सूचना नं 01/SQ/BTRM/2079-080



#### विषय सूची

खण्ड १: दरभाउ आव्हानको सूचना

खण्ड २: दरभाउ दातालाई निर्देशन

खण्ड २ (क)ः प्राविधिक प्रस्ताव (Technical Proposal)

खण्ड २ (ख): आर्थिक प्रस्ताव (Financial Proposal)

खण्ड ३: ठेक्काको सामान्य शर्तहरू

खण्ड ४: ठेक्काको विशेष शर्तहरू

खण्ड ५: नमूना फारामहरू

१. दरभाउ तथा मूल्य सूचीपत्रहरु (Price Schedule for Goods)

२. दरभाउ जमानत फाराम (Bid Security Form)

३. कार्य सम्पादन जमानत फाराम (Performance Security Form)

खण्ड ६: न्यूनतम दररेट पेश गर्ने सूची (BOQ)



### खण्ड १: दरभाउ आव्हानको सूचना



### विनयी त्रिवेणी गाउँपालिका

गाउँकार्यपालिकाको कार्यालय नवलपरासी,बर्दघाट सुस्ता पुर्व गण्डकी प्रदेश, नेपाल

स्था: २०७३

#### पत्रपत्रिकामा बिज्ञापन एवं सूचना प्रकाशन गर्ने सम्बन्धि शिलबन्दी दरभाउपत्र आव्हान गरिएको सूचना दोर्सो पटक प्रकाशन मितिः २०७९/०७/०३

विनयी त्रिबेणी गाउँपालिकाले चालु आर्थिक वर्षको असार मसान्त सम्म राष्ट्रिय दैनिक पत्रिकामा (क वर्ग) प्रतिस्पर्धा मार्फत सवै भन्दा न्यून/बढी छुट कबोल गर्ने फर्मबाट विज्ञापन/सूचना प्रकाशन कार्य गर्नु पर्ने भएकाले सो सम्बन्धी कार्य गर्न ईजाजत प्राप्त ईच्छुक विज्ञापन एजेन्सी वा फर्महरुबाट प्रस्ताव पेश गर्न यो १५ दिने सूचना प्रकाशन गरिएको छ। यस विषयमा विस्तृत जानकारी यस कार्यालयको वेबसाईट www.binayitribenimun.gov.np मार्फत लिन सिकने छ। सो सम्बन्धी थप बुझ्नु परेमा गाउँपालिकाको खरिद ईकाईमा सम्पर्क गर्न सिकनेछ।

ऋ.स	विवरण	शिलबन्दी खरिद	शिलबन्दी	बिड वण्ड	शिलबन्दी बुझाउने	शिलबन्दी खोल्ने
		रकम	जमानत रकम	मान्ने हुने	आन्तिम मिति र	मिति र समय
				अवधि	समय	
٩	राष्ट्रिय दैनिक पत्रिकामा	9000	ξ0000	७५ दिन	२०७९/०७/१८	२०७९/०७/१८
	(क वर्ग) प्रकाशित दर				दिनको १२:००	दिनको १:००
	प्रति सी.सी.				बजे	बजे

#### शर्तहरु

- 9. शिलबन्दी दरभाउपत्र यो सूचना प्रकाशन भएको मितिले 9५ दिन भित्र सिद्धार्थ बैक दुम्कीवास शाखामा रहेको यस कार्यालयको आन्तरिक राजश्च खाता नं. ००८१५४१३०७८ मा रु.१०००/-(अक्षरुपी एक हजार मात्र) (फिर्ता नहुने गरी) दाखिला गरेको वैङ्क भौचर पेश गरेपछि गाउँपालिका बाट प्राप्त गर्न सिकनेछ।
- २. शिलबन्दी दरभाउपत्र पेश गर्दा सिहछाप गरि अङ्क र अक्षरमा स्पष्टसँग उल्लेख गर्नुपर्ने छ र यसरी उल्लेख गरिएको रकम अङ्क र अक्षरमा फरक परेमा अक्षरमा उल्लेख गरिएको रकमलाई मान्यता दिईने छ।
- ३. शिलबन्दी दरभाउपत्रको साथमा दरभाउपत्र खरिद गरेको वैङ्क भौचर सिहत ऋमशः प्रोपाईटरको नेपाली नागरिकता प्रमाणपत्रको प्रतिलिपि, फर्मदर्ता निवकरणको प्रतिलिपि, मु,अ.कर प्रमाणपत्रको प्रतिलिपि, गत आ.व. को करचुक्ता प्रमाणपत्रको प्रतिलिपि समेत पेश गर्नुपर्ने छ।
- ४. शिलबन्दी दरभाउपत्र साथ विडवण्ड वापत रु. ६०,०००/-(अक्षरुपी साठी हजार रुपैंया मात्र) यस कार्यालयको सिद्धार्थ बैक दुम्कीवास शाखामा रहेको धरौटि खाता नं. ००८१४१५३३२६ मा दाखिला गरेको भौचर वा नेपाल सरकारबाट मान्यता प्राप्त बाणिज्य वैङ्कबाट यस कार्यालयको नाममा जारी भएको ७५ मान्य अवधि भएको विडवण्ड पेश गर्नु पर्नेछ ।





- ४. सूचना प्रकाशन गर्दा गोरखापत्र, कान्तीपुर, नागरिक, अन्नपूर्ण पोष्ट, मध्यान्न, कारोवार, हिमालयन टाईम्स, आर्थिक अभियान, राजधानी, दि राइजिंग नेपाल, रिपब्लिका, द काठमाडौं पोष्ट मध्ये मध्यबिन्दु नगरपालिका सम्म पहुँच भएको कुनै राष्ट्रिय दैनिक पत्रिकामा प्रकाशन गर्नुपर्ने छ ।
- ६. कारण जनाई वा नजनाई ठेक्का रद्ध गर्ने वा नगर्ने सम्पूर्ण अधिकार नगरपालिकामा रहनेछ।यो सूचनामा उल्लेख भएको विषयमा यसै बमोजिम र नभएका अन्य विषयमा प्रचलित ऐन, नियम तथा कानूनबमोजिम हुनेछ।

#### खण्ड २: दरभाउ दातालाई निर्देशन (Instruction to Bidder)

#### खण्ड २ (क)ः प्राविधिक प्रस्ताव (Technical Proposal)

- 9. शिलबन्दी वोलपत्र दाताले आ.व. २०७९। ८० का लागि नवीकरण गरेको कम्पनी वा फर्म दर्ता प्रमाणपत्र, आयकर तथा भ्याट दर्ता प्रमाणपत्रहरूको प्रमाणित प्रतिलिपि बोलपत्रसाथ पेश गर्नु पर्नेछ । उल्लेखित कागजातहरू पेश नगरेको शिलबन्दी दरभाउ उपर कुनै कारबाही हुने छैन ।
- २. शिलबन्दी वोलपत्र पेश गर्दा लाग्ने सम्पूर्ण खर्च बोलपत्रदाता आफैंले व्यहोर्नु पर्नेछ ।
- ३. आफैंले खरिद गरको दरभाउ पत्र मात्र दाखिला गर्न पाइनेछ ।
- ४. प्राप्त हुन आएका दरभाउपत्र पूर्ण रूपमा स्वीकार गर्ने, आंशिकरुपमा स्वीकार गर्ने अथवा पूर्ण रूपमा रद्द गर्ने सम्पूर्ण अधिकार यस कार्यालयमा सुरक्षित रहनेछ ।
- ४. शिलबन्दी दरभाउपत्र यो सूचना प्रकाशन भएको मितिले १४ दिन भित्र सिद्धार्थ बैक दुम्कीवास शाखामा रहेको यस कार्यालयको आन्तरिक राजश्व खाता नं. ००८१४४१३०७८ मा रु.१०००/-(अक्षरुपी एक हजार मात्र) (फिर्ता नहुने गरी) दाखिला गरेको वैङ्क भौचर पेश गरेपछि गाउँपालिका बाट प्राप्त गर्न सिकनेछ।
- ६. खरिद गरेको दरभाउपत्र मिति २०७९।०७।१८ गते दिनको १२:०० बजे भित्र रीतपूर्वक भरी यस कार्यालयमा दर्ता गराइ सक्नुपर्नेछ । दर्ता भएको बोलपत्रहरू सोही दिनको १:०० बजे देखि बोलपत्रदाता वा निजको प्रतिनिधिहरूको रोवहरमा कार्यालयमा खोलिनेछ । बोलपत्रदाता वा निजका प्रतिनिधिहरू उपस्थित नभए पनि बोलपत्र खोल्न बाधा पर्नेछैन । बोलपत्र बिक्री गर्ने र दाखिला गर्ने अन्तिम दिन बिदा पर्न गएमा सोको भोलिपल्ट कार्यालय खुलेको दिनलाई अन्तिम दिन मानिने छ ।
- ७. प्राप्त हुन आएका दरभाउपत्रहरूको मूल्यांकन दरभाउपत्रसम्बन्धी सूचना र दरभाउपत्र आव्हान फाराम साथ संलग्न शर्तहरू अनुसार गरिनेछ ।
- ८. सम्झौता बमोजिम काम शुरु नगरेमा वा काम शुरु गरि बीचमा छोडेमा वा सम्झौता बमोजिम काम नगरेमा सझौता तोड्न सिकने छ । संझौताको म्याद २०८० अषार मसान्त सम्म हुनेछ ।
- ९. दरभाउपत्रदाताले कबोल गरेको दररेट अंक र अक्षरमा केरमेट नगरी स्पष्ट रूपमा उल्लेख गर्नुपर्नेछ । अंक र अक्षरमा फरक परेमा अक्षरमा लेखिएको दरलाई मान्यता दिइनेछ । कते केरमेट वा थपघट गर्नु पर्ने भए केरमेट वा थपघट गरेको अंक/अक्षर बुझीने गरि उल्लेख गरि काटिएको, थिपएको ठाउँमा आधिकारिक व्यक्तिको हस्ताक्षर र फर्मको छाप समेत लगाएको हुनुपर्नेछ ।
- १०. सार्वजनिक खरिद नियमावली २०६४ को नियम ४०(ङ) अनुसार बोलपत्रदाताले खरिद कारबाहीमा भाग लिन अयोग्य नभएको, प्रस्ताबित खरिद कारबाहीमा आफ्नो स्वार्थ नबाझिएको र संबन्धित पेशा वा ब्यबसाय





संबन्धी कसूरमा आफूले सजाय नपाएको ब्यहोराको लिखित रुपमा गरेको घोषणापत्र बोलपत्र साथ अनिवार्य रुपले पेश गर्नु पर्नेछ ।

- 99. सूचना प्रकाशन गर्दा गोरखापत्र, कान्तीपुर, नागरिक, अन्नपूर्ण पोष्ट, मध्यान्न, कारोवार, हिमालयन टाईम्स, आर्थिक अभियान, राजधानी, दि राइजिंग नेपाल, रिपब्लिका, द काठमाडौं पोष्ट मध्ये विनयी त्रिबेणी गाउँपालिका सम्म पहुँच भएको कुनै राष्ट्रिय दैनिक पत्रिकामा प्रकाशन गर्नुपर्ने छ ।
- १२. दरभाउपत्रदाताले दरभाउपत्र फाराममा उल्लेखित शर्तको पूर्ण रुपले पालना गर्नु पर्नेछ र उपलब्ध गराउन भनिएको विवरण अनिवार्य रुपले पेश गर्नु पर्नेछ ।
- १३. यस सूचनामा उल्लेख भएका कुराहरु यसै अनुसार र उल्लेख हुन छुट भएका अन्य कुराहरू सार्वजनिक खिरद ऐन, २०६३, सार्वजनिक खिरद नियमावली, २०६४ तथा प्रचलित नेपाल कानून अनुसार हुनेछ ।





### प्राविधिक मुल्यांकनका पक्षहरूको सारांश (दरभाउपत्रदाताहरूले अनिबार्च्य रूपमा भर्नु पर्ने)

۹.	कम्पनी दर्ता, फर्म दर्ता प्रमाणपत्र संलग्न भएको/नभएको हर आ. ब. ०७९/८० को लागि निवकरण भएको/नभएको (उल्लेख गर्ने)
۲.	व्यवसायी दर्ता प्रमाणपत्र संलग्न भएको / नभएको (उल्लेख गर्ने),
₹.	भ्याट तथा आयकर दर्ता प्रमाणपत्र संलग्न भएको/नभएको (उल्लेख गर्ने) जारी मिति तथा निवकरण गरिएको अवधीः (उल्लेख गर्ने)
8	दरभाउपत्रमा माग भएबमोजिमको सक्कल Authority Letter संलग्न राखेको/ नराखेको (उल्लेख गर्ने
	अलग अलग कम्पनीको संलग्न राखेको भए कंपनीहरूको नाम र Authority Letter को संख्या समेत उल्लेख गर्ने)
<del>t</del>	स्पेशिफिकेशन माग बमोजिम भएको/नभएको (उल्लेख गर्ने)
६	दरभाउपत्रदाताले खरिद कारबाहीमा भाग लिन अयोग्य नभएको, प्रस्ताबित खरिद कारबाहीमा आफ्ने स्वार्थ नबाझिएको र संबन्धित पेशा वा ब्यबसाय संबन्धी कसूरमा आफूले सजाय नपाएको ब्यहेराके लिखत बोलपत्र साथ छ⁄छैन (उल्लेख गर्ने )
٩२.	अन्य (कुनै उल्लेख गर्नु छ भने) माथि उल्लेखित सिलबन्दी दरभाउपत्रसाथ संलग्न हुनुपर्ने कागजातहरू र बिबरणहरु संलग्न गरेको छु ।

सप्लायर्सको नाम :

सही :

मिति :

फर्मको छाप :



### खण्ड २ (ख)ः आर्थिक प्रस्ताव (Financial Proposal)

- १. भुक्तानी प्रकृया निम्नानुसार हुनेछः
  - क) सम्झौता अनुसार रकमको भुक्तानी तोकिएको सक्कल विल पत्रिकाको प्रतिलिपी र आदि कागजात पेश गरे पश्चात सम्वन्धीत शाखाको सिफारिस अनुसार यस कार्यालयको आर्थिक प्रशासन शाखाबाट हुनेछ ।
  - ख) कुल बिल रकमको १.५% रकम आयकर वापत कट्टा गरिनेछ ।
- २. सिलवन्धी वोलपत्र साथ संलग्न शर्तमा उल्लेख भएका कुराहरूको हकमा उल्लेख भए बमोजिम हुने र यसमा नपरेका कुराहरूको हकमा प्रचलित ऐन नियम अनुसार हुनेछ । साथै यस सम्बन्धी पत्रिकामा प्रकाशित सूचना पनि यसै बोलपत्रको अभिन्न अंग मानिनेछ ।

सप्लायर्सको नाम :

सही :

मिति :

फर्मको छाप:





### खण्ड ३: ठेक्काको सामान्य शर्तहरू (General Conditions of Contract)

#### **१. परिभाषाहरू**

- १.१ यो ठेक्कामा निम्न शब्दहरू र अभिव्यक्तिको निम्न प्रकारको अर्थ लाग्ने छ :
  - क) "ठेक्का" भन्नाले खरीदकर्ता र आपूर्तिकर्ता बीच भएको संझौता भन्ने बुझिन्छ जुन हस्ताक्षर भएको ठेक्का फाराममा लिपिबद्ध भएको हुन्छ । यसमा संलग्न परिशिष्ट र अन्य र त्यसमा नाम दर्शाइएको दस्तावेज समेत समावेश गरिएको सम्झनु पर्दछ ।
  - ख) "ठेक्का रकम" भन्नाले ठेक्काको शर्तअनुसार ठेक्काको दायित्व पूर्णरूपले उचित तरिकाबाट सम्पन्न गरे बापत आपूर्तिकर्ताले भुक्तानी पाउनुपर्ने रकमलाई जनाउँछ ।
  - ग) "मालसामान" भन्नाले ठेक्काको शर्तअनुसार आपूर्तिकर्ताले खरीदकर्तालाई उपलब्ध गराउने मेशिनरी, औजार, यन्त्र, उपकरण तथा अन्य मालसामानलाई समेत जनाउँदछ ।
  - घ) "सेवा" भन्नाले मालसामान आपूर्ति गर्दा आवश्यक पर्ने सबै प्रकारका सेवाहरू जस्तै:- ढुवानी तथा बीमा जडान कमिशनीड, आपूर्ति गरिएका उपकरणको संचालन तथा संभार सम्बन्धी तालिम समेतलाई जनाउँछ ।
  - ङ) "खरीदकर्ता" भन्नाले ठेक्का सम्झौता अनुसार खरीद गर्ने संस्थालाई जनाउँछ ।
  - च) "आपूर्तिकर्ता" भन्नाले यस ठेक्का अन्तर्गत मालसामान आपूर्ति गर्ने संस्थालाई जनाउँदछ ।

#### २. मालसामान पुऱ्याउने काम

२.१ खरीदकर्ताले आफ्नो आवश्यकताहरूको सूचीमा दर्शाइएको शर्त अनुसार आपूर्तिकर्ताले सेवा को पत्रपत्रीकाहरु तोकेको ठाउँमा पुऱ्याउनु पर्ने छ ।

#### ३. बीमा

३.१ ठेक्का सम्झौता अनुसार सेवाको पारवहन गर्दा, संचय गर्दा वा ढुवानी गर्दा सम्भावित नोक्सानी वा हानिबाट जोगाउन ठेक्काका विशेष शर्तहरूमा उल्लेखित भए अनुसार बीमा गराउनु पर्दछ ।

#### ४. वारेन्टी

४.१ आपूर्तिकर्ताले सम्झौता अनुसार उपलब्ध गराउने सेवाहरु प्रचलित कानुन अनुसार अनुसार भएको र कुनै त्रुटी नरहेको विश्वास दिलाउनु पर्दछ ।

#### ५. भुक्तानी

५.९ आपूर्तिकर्ताको दरभाउपत्रमा ठेक्का मूल्य तोकिएकै मुद्रामा आपूर्तिकर्तालाई भुक्तानी दिनुपर्नेछ

#### ६. मूल्य





६.९ ठेक्का सम्झौता अनुसार उपलब्ध गराएको प्रति सि. सि. रकम न्युनतम रकम उल्लेख गरेको मूल्य भन्दा फरक गर्न पाइने छैन ।

#### ७ आदेशमा परिवर्तन

७.१ खरीदकर्ताले चाहेमा सेवामो सूची परिवर्तन गर्न सक्नेछ ।

#### ८. विवादहरू समाधान गर्ने

८.१ ठेक्का कार्यान्वयनको सिलसिलामा खरीदकर्ता र आपूर्तिकर्ताको बीचमा उत्पन्न कुनै पनि असमझदारी अथवा विवादको द्विपक्षीय सहमतिद्वारा समाधान गर्ने प्रयास गर्नु पर्नेछ ।

#### ९. आधिकारीक भाषा

९.१ नेपाली अथवा अंग्रेजी आधिकारीक भाषा हुनेछन् ।

### १० प्रचलित कानून

१०.१ नेपालका बिद्यमान कानूनलाई नै प्रचलित कानून मानिनेछ ।

#### ११ सूचनाहरू

	99.9	खरीदकर्ताको	पत्राचार	गर्ने	ठेगाना	:-	विनयी	त्रिवेणी	गाउँपालिका	,दुम्कीवास,	नवलपरासी	(बर्दघाट
सुस्त	ा पुर्व)।											

११.२	आपूर्तिकर्ताको	पत्राचार गर्ने ठेगाना	1
		फोन नं.	

### १२ कर तथा भन्सार शुल्कहरू

9२.9 नेपाल सरकारले लगाएको सम्पूर्ण कर, शुल्क, लाइसेन्स फी तथा अन्य शुल्कहरू आपूर्तिकर्ताले नै व्यहोर्नु पर्नेछ ।





### खण्ड ४: ठेक्काको विशेष शर्तहरू (Special Conditions of Contact)

- १. परिभाषाहरू
  - (क) विनयी त्रिबेणी गाउँपालिका ,दुम्कीवास, नवलपरासी (बर्दघाट सुस्ता पुर्व)
- २. प्याटेन्ट राइट
- ३. ठेक्काको सामान्य शर्तहरुमा उल्लेख भए अनुसार हुनुपर्नेछ ।
- ३.९ खरीदकर्ता वा निजको प्रतिनिधिले आफ्नो हाताभित्र ल्याइ पुऱ्याइएको पत्रपत्रीकाहरू परीक्षणका ऋममा आवश्यक पर्ने सम्पूर्ण कागजातहरू आपूर्तिकर्ताले उपलब्ध गराउनु पर्नेछ ।
- ३.२ सम्झौता गर्दा कार्य सम्पादन जमानत रु ७५००० (पचहतर हजार ) रकम बराबरको यस कार्यालयको सिद्धार्थ बैक दुम्कीवास शाखामा रहेको धरौटि खाता नं. ००८१५१५३३२६ मा दाखिला गरेको भौचर वा नेपाल सरकारबाट मान्यता प्राप्त बाणिज्य वैङ्कबाट यस कार्यालयको नाममा जारी भएको कार्य सम्पादन जमानत पेश गर्नु पर्नेछ ।
- ४. भुक्तानी भुक्तानी प्रकृया निम्नानुसारको हुनेछ ।
  - क) सम्झौता अनुसार रकमको भुक्तानी तोकिएको सक्कल विल पत्रिकाको प्रतिलिपी र आदि कागजात पेश गरे पश्चात सम्वन्धित शाखाको सिफारिस अनुसार यस कार्यालयको आर्थिक प्रशासन शाखाबाट हुनेछ ।
  - ख) कुल बिल रकमको १.५% रकम आयकर वापत कट्टा गरिनेछ ।
- ५. मूल्यठेक्काको सामान्य शर्तहरुमा उल्लेख भए अनुसार हुनुपर्नेछ ।
- ६. आदेशमा परिवर्तन ठेक्काको सामान्य शर्तहरूमा उल्लेख भए अनुसार हुनेछ ।
- ७. विवादहरू समाधान गर्ने
   ठेक्काको सामान्य शर्तहरुमा उल्लेख भए अनुसार हुनेछ ।









## खण्ड ५: नमूना फारामहरू (Sample Forms)

. दरभाउपत्र तथा मूल्य सूचीपत्रहरू मिति ः	
विनयी त्रिबेणी गाउँपालिका, दुम्कीवास, नवलपरासी (बर्दघाट सुस्ता पुर्व) वरिदकर्ताको नाम र ठेगाना)	
होदय,	
हामी तल सही छाप गर्नेले बोलपत्र दस्तावेज राम्रोसँग जाँची अध्ययन गऱ्यों (सेवाको विवरण) दरभाउपत्र दस्तावेजहरू दिइएको शर्तहरू अनुसार कार्म गर्न र तोकिएको ठाउँमा पुऱ्याउन इच्छुक बोलपत्रसँ संलग्न मूल्यसूची अनुसार काम गर्ने प्रस्ताव जाहेर गर्दछौं ।	मा
यदि हाम्रो दरभाउपत्र स्वीकृत भएमो सूचीपत्रमा उल्लेखित कार्यतालिका अनुसार काम ग छौं । दरभाउपत्र खोल्ने मिति देखि दिन सम्मका लागी यो दरभाउपत्रको मान्य कायम गर्न हामी राजी छौं, सो मान्यता अवधि हामीलाई बाध्यात्मक हुनेछ ।	
आधिकारीक रूपमा ठेक्का तयार भई कियाशिल नभएसम्मको लागि यो दरभाउपत्र तपाइं लेख्नु भएको स्वीकृति पत्र र काम प्रदान भएको सूचनापत्रहरूले हाम्रो बीच हुने ठेक्का सन् बाध्यात्मक हुनेछ । सबैभन्दा घटी दरभाउपत्र अथवा कुनै दरभाउपत्र पनि स्वीकृत ग तपाइंलाई बाध्यता छैन भन्ने हामीले बुझेका छौं ।	रह
मिति गते गते	
(सहिछाप) (पद)	
का निमित्त र तर्फबाट दरभाउपत्रमा सहिछाप गर्ने अधिकार प्र गरेको।	ास



२. दरभाउ जमानत फाराम (Bid Security Fori	n)
	मिति :
श्री विनयी त्रिबेणी गाउँपालिका	
दुम्कीवास, नवलपरासी (बर्दघाट सुस्ता पुर्व)	
(दरभाउपत्रदाताको नाम् (मालसामानको ना मार्वजिनक गरिन्छ कि हामी नाम) जसको(र लाई मनासिव माफिकको भुक्तानी गर्नु पर्ने रकम लागी प्रतिबद्ध छौं र बैंकले आफ्नो र आफ्नो उ समेतलाई प्रतिबद्ध गराउँछ ।	म र विवरण) आपूर्ति गर्नलाई मिति  गस पछि "दरभाउपत्र" भिनने) पेश भएकोमा यो (देशको नाम) (बैंकको  बरीदकर्ताको नाम) (यस पछि खरीदकर्ता भिनने छ) (रकम खुलाउने ) सम्मको  त्तराधिकारी र यस जमानत पत्रले तोकेको संस्था  साल महिना
यस दायित्वको लागी निम्नलिखित अवस्थाहरू	भएको हुनुपर्दछ :-
(१) यदि दरभाउपत्रदाताले निजले बोलपत्र फारामग् दरभाउपत्र फिर्ता लिएको खण्डमा, अथवा (२) यदि दरभाउपत्रदाताले, निजको दरभाउपत्रलाई र	
	ने) मा सहिछाप गर्न नसकेमा वा अस्वीकार गरेको
खण्डमा (ख) दरभाउपत्रदातालाई निर्देशन दिइए अनुसा वा अस्वीकार गरेको खण्डमा	र बुझाउनु पर्ने कार्य संपादन जमानत दिन नसकेमा
माथि उल्लेखित दुवै अथवा कुनै एक अवस्थ उल्लेख गरी सो वापत दावी गरेको रकम समेत खुल माग दावीबारे पुष्टि नमागीकन नै, पहिलो माग दावी प्र सीमा सम्मको रकम भुक्तानी दिन हामी प्रतिबद्ध छौं	ाप्त हुनासाथै, खरीदकर्तालाई माथि उल्लेखित रकमको
बैंकको	सहिछाप





- उल्लेख भएका कुराहरु यसै सूचना बमोजिम र अन्य कुराहरु सार्वजनिक खरिद नियमावली २०६४ बमोजिम हुनेछ ।
- माथी उल्लेखीत कुनै कराहरु दोहोरो र छुट भएमा सो सम्वन्धमा गाउँपालिकाको निणर्य नै अन्तिम हुनेछ ।

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### खण्ड ६: न्यूनतम दररेट पेश गर्ने सूची (BOQ)



### Binayi Tribeni Rural Municipality

### Office of The Rural Municipal Executive

Dumkibas, Nawalparasi (East of Bardaghat Susta)

Gandaki Province, Nepal

#### Quotation

Project Name :- Procurement Of Service For Publishing News

on National Daily Newspaper (A-Grade)

Location: - Binayi Tribeni Rural Municipality

F/Y

2079/080

Date:

S.N.	Description of Works	Quantity Un	Units		Rate				
5.14.	Description of Works	Quantity	Units	In Figure	In Words	Amount	Remarks		
1	राष्ट्रिय दैनिक पत्रिकामा (क वर्ग) प्रका शत सूचना	1	Per CC						
	Total Amount								
	VAT 13%								
	Grand Total Amount								
In Words:									

Name of Contractor:-

Address:-

Sign:-

Stamp:-