# **BIDDING DOCUMENT Request for Quotation (RFQ)**

## For the Procurement of Goods

Supply, Delivery and Installation of Chowmein steamer in Bajura and West Rukum in Jumla District

[Contract Identification Number: AEPC/RERL/DP/G/2023/24-04]

#### **Issued by**

Central Renewable Energy Fund (CREF)
Renewable Energy for Rural Livelihood (RERL)
Alternative Energy Promotion Centre (AEPC)
Renewable Energy for Resilient Agri-Food Systems (RERAS)

Khumaltar, Lalitpur, Nepal

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### **Section I. Invitation for Direct Purchase (IDP)**

To,

The Supplier/Bidder:

- The RERL invites Priced Quotations for the Procurement of Goods (Supply, Delivery and Installation of Chowmein steamer in Bajura and West Rukum) and as detailed in attached Specifications and the Schedule of Requirements provided herein.
- 2. The Price Quotation submitted by the Bidder shall comprise the following:
  - a. Quotation and Price Schedules
  - b. Schedule of Requirements
  - c. Technical Specifications
- 3. Priced Quotations must be submitted to the office of **RERL**, **Khumaltar Height**, **Lalitpur** on or before **9 December 2024** during office hours.
- 4. The Bidder shall indicate on the Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract. All duties, taxes and other levies payable by the Supplier/Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 5. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
- 6. Submitted Priced Quotations must remain valid for a period of **30 days** after the deadline for submission date.
- 7. The Bidder shall furnish, as part of its bid, documents establishing the Supplier's/Bidder's eligibility to bid and qualification to perform the contract if the bid is accepted. Documents to establish such eligibility shall be but not limited to the following:
  - a) A Copy of Up to date Firm/Company Registration Certificate
  - b) A Copy of VAT and PAN Registration Certificates
  - c) A Copy of Latest Tax Clearance Certificate
  - d) Power of Attorney
- 8. The goods supplied under this contract shall confirm to the Schedule of Requirements and the standards mentioned in the Technical Specification.
- 9. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day.
- 10. The Purchaser reserves the right to accept or reject the Quotations without assigning any reason, whatsoever.

•••••	
Satish Gautam	
National Program Manager	

Yours Sincerely,

# **Section II. Conditions of Contract**

1. Definitions	<ul> <li>1.1 In this contract, the following terms shall be interpreted as indicated: <ul> <li>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;</li> <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> <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> <li>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.</li> <li>e. "The Purchaser" means the procuring entity purchasing the goods;</li> <li>f. "The Supplier" means the organization supplying the goods and services under this contract.</li> </ul> </li> </ul>		
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	<ol> <li>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.</li> <li>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.</li> <li>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.</li> </ol>		

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	<ul> <li>7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</li> <li>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.</li> <li>7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</li> <li>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.</li> </ul>
8. Payment	<ul> <li>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.</li> <li>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</li> </ul>
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	<ul> <li>13.1 Purchaser's address for notice purposes: RERL, Khumaltar Height, Lalitpur, Nepal</li> <li>13.2 Supplier's address for notice purposes:</li> </ul>
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	16.1 The Supplier shall be responsible to fulfil his obligations as per

Suppliers	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 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.  e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,  f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price  g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
17. Blacklisting Supplier	<ul> <li>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: <ul> <li>a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,</li> <li>b. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,</li> <li>c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</li> </ul> </li> <li>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.</li> </ul>
18. Dispute Resolution	18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

# **Section III. Schedule of Requirements**

SN	Description	Unit	Quantity	Required Delivery Schedule	Bidder's offered Delivery date [to be provided by the Bidder]
1	Supply, Delivery and Installation of Chowmein steamer in Bajura and West Rukum	Set	3	Within 35 days from the date of Signing of Contract	

## **Section IV. Technical Specifications**

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract.

#### **Technical Specification**

#### A. Noodle Steaming Machine quantity -West Rukum -1 and Bajura -2

#### Steamer Machine Capacity 100 kg per batch

- Capacity = 100 kg 90 minutes hour if voltage is 380 volts Continuous, otherwise it takes more time.
- Electricity Consumption = 12 Unite Per hour i.e 12 KW
- Heater 3 sets
- inner Heat protection = we insulate from all side, no heat leakage outside,
- Cooking method = using High Pressure-cooking system
- maximum cooking pressure is 0.04 Mpa
- tested pressure is 0.07 mpa
- control system is Automatic
- material load unload = manually
- using material = Stain less Steel food grade
- water feeding system = automatic/ manual
- water label control = automatic
- Safety valve / pressure Gauge/ Timer /sensor
- -Size internal + 20-inch width, 24- inch length, 40-inch height

#### **Transportation Sites**

#### 1. Bajura

- a. Falasen
- b. Himali Rural Municipality

#### 2. West Rukum

a. Khalanga district headquarter.

# **Section V. Sample Forms**

## 1. Price Quotation and Price Schedules

					Date:
To: <b>Renewable Energy for</b> <b>Khumaltar Height, La</b>	·	ERL)			
Gentlemen and/or Ladi	es:				
	ation of Chowmein the said DP	steamer in documents	Bajura and for the	sum of	NRs.: Words:
such other sums as ma herewith and made part	y be ascertained in ac	ccordance with			
We undertake, if our Pridelivery schedule speci	-		•	accordance	with the
We agree to abide by the submission of the Price	•	a Period of 30	days from t	he last date	fixed for
Until a formal Contrac written acceptance ther between us.	* *		-		•
We understand that you receive.	u are not bound to acc	cept the lowest	or any Price	• Quotation	you may
Dated this	day of		20	·	
[signature]	[in the cap				
Duly authorized to sign	Price Quotation for an	nd on behalf of			

#### 2. Price Schedule

Name of Bidder/Supplier \_\_\_ Contract Identification Number: AEPC/RERL/DP/G/2023/24-04 Unit Price<sup>1</sup> EXW Total Price (in Country Description of Quantity Unit (in NRs) NRs) Item In Figure In Words (cols. 4x6) Origin 4 5 6 7 = 4x61 Chowmein steamer 3 Set Transportation and Installation 2 Total **Discount ....% of Total Taxable Amount (NRs.) (Total-Discount)** Value Added Tax (VAT) (13% of Taxable Amount) Total Quoted Amount Including VAT in Figure (NRs.) (Taxable Amount+VAT) **Total Quoted Amount Including VAT in Words (NRs.):** Name \_\_\_\_ In the capacity of \_\_\_\_\_ Signed Duly authorized to sign the Quotation for and on behalf of \_\_\_\_\_ Date:

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.

#### 3. Form of Agreement

THIS AGREEMENT made the	day of	20	between	[name of
<b>Purchaser</b> ] (hereinafter called "the F	Purchaser") of the	e one part and [na	ame of Sup	<b>oplier</b> ] of
[city and country of Supplier] (herein	after called "the S	Supplier") of the o	other part:	

WHEREAS the Purchaser invited Priced Quotation for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Price Quotation by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Price Quotation Form and the Price Schedule submitted by the Supplier;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The Conditions of Contract; and
  - e. The Purchaser's Notification of Award.
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser	On behalf of the Supplier
Name:	Name:
Designation:	Designation:

Sign: Sign: Seal: Seal: