



*Joshipur Rural Municipality*  
***Office of Rural Municipal Executive***  
*Joshipur, Kailali*  
*Sudhuraschim Province, Nepal*

# **PROPOSAL DOCUMENT**

**For**

**Procurement of Food Supplies for Relief  
Distribution**

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**प्रमुख प्रशासकीय अधिकृत**



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प्रमुख प्रशासकीय अधिकृत





जोशीपुर गाउँपालिका  
गाउँ कार्यपालिकाको कार्यालय  
जोशीपुर, कैलाली  
सुदूरपश्चिम प्रदेश, नेपाल  
राहत वितरणका लागि खाद्यान्न सामग्री खरिद सम्बन्धि

## अत्यन्त जरुरी सुचना

(प्रथम पटक प्रकाशित सुचना २०७७/०१/१२)

राहत वितरणका लागि खाद्यान्न सामग्री खरिद लागि अति आवश्यक सामानहरू सार्वजनिक खरिद नियमावाली २०६४ को नियम १४५ को विशेष परिस्थितिमा खरिद गर्ने व्यवस्था सम्बन्धि प्रावधान बमोजिम तत्काल खरिद गर्नु पर्ने भएकाले सक्षम आपूर्तिकर्ताले तपशिलको स्थान, मिति र समयभित्र यसै सूचना साथ संलग्न ढाँचामा प्रस्ताव पेश गर्नु हुन सम्बन्धित सबैको जानकारीको लागि यो सुचना प्रकाशित गरिएको छ ।

### तपशिल:

स्थान: जोशीपुर गाउँपालिका, जोशीपुर, कैलाली

प्रस्ताव बुझाउनु पर्ने अन्तिम मिति: २०७७/०१/१३ गते दिउसो ३:०० बजे भित्र

प्रस्ताव खोल्ने समय: २०७७/०१/१३ गते दिउसो ४:०० बजे

प्रस्तावसँग संलग्न राख्नुपर्ने कागजातहरू: Up to date *Firm/Company Registration Certificate, PAN Registration Certificates, Tax Clearance Certificate of FY 2075-76 and, Power of Attorney (If necessary), Declaration letter*

नोट: आवश्यक सामानको विवरण तथा प्रस्तावको ढाँचा [joshipurmun.gov.np](http://joshipurmun.gov.np) मा हेर्न सकिनेछ ।

प्रमुख प्रशासकीय अधिकृत  
जोशीपुर गाउँपालिका, कैलाली  
फोन नं. ०९१-४०११०२  
मो.नं. ९८५८४२६१४५,  
९८५८४२२०२३

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## 1. Price Quotation and Price Schedules

Date:

To  
Chief Administrative Officer,  
Joshipur, Kailali

Having examined the Direct Purchase (DP) documents, we the undersigned, offer to supply and deliver **Split Red Lentil** in conformity with the said DP documents for the sum of.....  
..... [ *per unit 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.

We agree to abide by this price Quotation for a Period of 45 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.

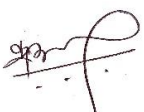

We understand that you are not bound to accept the lowest or any Price Quotation you may receive.

Signature:

Name Of the firm:

Seal:

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जोशीपुर गाउँपालिका  
गाउँ कार्यपालिकाको कार्यालय  
जोशीपुर, कैलाली  
पुर्वाञ्चल प्रदेश, नेपाल  
२०७३

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## 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 contract 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.

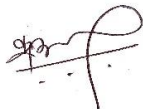
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- |                             |   |
|-----------------------------|---|
| <b>5. Packing</b>           | <p>5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.</p> <p>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.</p> <p>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.</p> |
| <b>6. Delivery of Goods</b> | <p>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.</p>   |
| <b>7. Warranty</b>          | <p>7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p>  |

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- 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: Joshipur Rural Municipality, Joshipur, Kailali , 9858426145
- 13.2 Supplier's address for notice purposes: Joshipur Rural Municipality, Joshipur, Kailali , 9858426145
- 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 :

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- 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**

- 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:
- a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,
  - 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,
  - c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.

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.



### Section III. Schedule of Requirements

S.N.	Description	Quantity	Place of Delivery	Delivery schedule
1.	Split Red Lentil (मसुरीको दलेको दाल) प्याकिङ्ग र ढुवानी सहित	As per required	अर्डर गरिएको बेला सम्बन्धित वडा कार्यालयमा	As soon as possible

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## **Section IV. Technical Specifications**

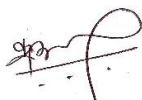
Bidders must enter their offered specifications against each parameter of this Technical Specifications Form (TSF), comment as necessary, and sign and stamp each page. Failure to complete this statement of compliance may result in the offer being rejected.

The Statement of Compliance must be substantiated with authenticated document /datasheet/manual of the relevant parameters indicated.

*The right hand blank side must be completed by the bidder with the technical specifications of the offered product with supplementary documents enclosed.*

S.N.	Purchaser's Specifications
1	Split Red Lentil (मसुरीको दलेको दाल )
	Specifications: 1. दलेको दाल 2. गैर खाद्य पदार्थ मिसावट नभएको 3. गुणस्तरीय

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## Section V. Sample Forms

### 1. Price Quotation and Price Schedules

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.

We agree to abide by this price Quotation 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 Quotation you may receive.

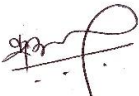

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Price Quotation for and on behalf of \_\_\_\_\_

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2.

**Bill of Quantities**

Name of Supplier \_\_\_\_\_

*Proposer can quote the price for single item/multiple items.*

1	2		4	5	6	7
Item No.	Description	Unit	Quantity	Unit price (Site Delivery)	Total price per item (cols. 4 x 5)	Remarks
1	Split Red Lentil (मसुरीको दलेको दाल , ढुवानी र प्याकिङ्ग शुल्क सहित)	kg	1			
<b>Total Amount</b>						

Total Price .....(in words)

Signature of Bidder \_\_\_\_\_

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

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### 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 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

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

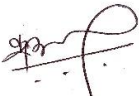
Name:

Designation:

Sign:

Seal:

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