

Rs.1000.00

Receipt No. :

Date:

Signature:

BIDDING DOCUMENT

FOR

SUPPLY & DELIVERY OF ENGINE OIL SAE-30

SEALED QUOTATION NOTICE No.13R/074/075



HETAUDA CEMENT INDUSTRIES LTD.
(An undertaking of Government of Nepal)

HEAD OFFICE
P.O. Box No. 24, Makawanpur
Lamsure, Hetauda, Nepal.
Tel.412852/413020, Fax : 977-57-412123
E-mail. info@hetaudacement.org.np
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Section – I

Invitation for Sealed Quotation



Hetauda Cement Industries Limited (HCIL)
Re-invitation Notice for Supply and Delivery of Engine Oil SAE-30
Sealed Quotation No. 13R/074/075
(Notice publication date. 2074/11/07)

1. Hetauda Cement Industries Limited (HCIL) re-invites sealed quotations or electronic quotations from eligible bidders for the Supply and Delivery of **Engine Oil SAE-30 at plant site, Hetauda of HCIL.**
2. Eligible Bidders may obtain further information and inspect the bidding documents at the office of Hetauda Cement Industries Ltd. Central office Hetauda or visit [www. Bolpatra.gov.np](http://www.Bolpatra.gov.np) or go through **HCIL's website www.hetaudacement.org.np.**
3. A complete set of Quotation Forms in English may be purchased 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 **Rs.1000/- (One Thousand)** from the Central Office, Hetauda or Kathmandu Office, Anamnagar, Kathmandu (phone no. 014269099) of HCIL within **15.00 hours of 15th day** from the first publication/uploading date of this notice.

For the purpose of bidders who choose to submit their Quotations electronically through **website <http://www.bolpatra.gov.np>** the bidder may purchase the hard copy of bidding documents as mentioned above or may choose to download the bidding documents, prepare their Quotation and submit their electronic Quotations as specified in the instructions to bidders. Bidders are also advised to follow E-procurement information of the same website **<http://www.bolpatra.gov.np>** In case the Bidder choose to download and submit bid electronically, the Bidders shall be required to deposit the non refundable fee for bidding document in the bank account of HCIL as specified in the bidding documents and electronic scanned copy (*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic quotation files.

4. Sealed Quotation must be submitted to the Central office Hetauda on or before **15.00 hours of 16th day** from the first publication date of this notice. Alternatively, Bidders may submit their quotation electronically through **website <http://www. bolpatra.gov.np>** within the same time and day. Late bids will be rejected.
5. Quotation must be valid for a period of **45 days** counting from the day of quotation opening and must be accompanied by a cash voucher for **Rs. 20,000/- (Twenty Thousand)** deposited in the bank account of HCIL or bank guarantee issued or counter guaranteed by A class commercial bank of Nepal in favour of HCIL for the same amount as bid security which shall be **valid for minimum 75 days** from the date of bid opening. Bidders submitting their quotation electronically shall be required to submit scanned copy of bid security along with the electronic quotation files. An original bidding documents along with bid security should have to submit within 7 days from the date of opening.
6. Bids (including e-bids) shall be opened in the presence of Bidders' representatives who choose to attend at **15.00 hours of 17th day** from the first publication date of this notice at central office Hetauda.
7. If the last date of purchasing, submission and opening falls on a HCIL's holiday then the next working day shall be considered the last day. In such a case SQ. validity and SQ. security validity shall be recognized with effect from the original SQ.submission deadline.
8. HCIL reserves the right to accept or reject any or all the sealed quotations without assigning any reason, whatsoever.

Hetauda Cement Industries Ltd.(HCIL)
Central Office, P.O.Box No.24,
Hetauda, Makawanpur, Nepal
Phone No.: 00977-57-412852/413020
Fax No. : 00977-57-412123
Email: info@hetaudacement.org.np
Website www.hetaudacement.org.np



Section - II

Instruction to Bidders



Instruction to Bidders

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II. Instructions to Bidders

1. **Scope of Works:**

The Purchaser stated in the Invitation for Quotation invites bids for the **Supply & Delivery of Engine Oil SAE-30** as mentioned in price schedule.

2. **Eligible Bidder:**

This invitation for Bids is open to all eligible suppliers who submit copy of following documents **with attestation from Notary Public Office.**

- (a) Up to date firm/company registration certificate.
- (b) VAT& PAN registration certificate.
- (c) Tax clearance certificate up to F/Y 2073/074
- (d) A written declaration stating that the bidder is not ineligible to participate in the bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or business related offence.
- (e) Joint venture authorization/ Agreement (if any)
- (f) Power of Attorney.
- (g) ISO 9000 series certificate of manufacturer.
- (h) Manufacturing license in case the manufacturer is bidder.
- (i) Authorization letter of the manufacturer.
- (j) (b and c of above will not be applicable to Non-Nepalese bidders)

3. **One Bid per Bidder:**

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. **Content of Quotation Form:**

The Quotation Form comprises the documents listed below:

1. Invitation for Sealed Quotations
2. Instructions to Bidders
3. Conditions of Contract
4. Technical Specification.
5. Sample Forms:
 - Quotation & Price Schedule
 - Bid Security
 - Form of Agreement
 - Performance Security
 - Letter of Intent
 - List of Bank Account



5. Clarification:

A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the Purchaser stated in Invitation for Quotation.

6. Language of Quotation:

All documents relating to the Quotation shall be in English or in Nepali.

7. Documents Comprising Quotation:

The Quotation by the Bidder shall comprise the following:

- a) Quotation Form and Price Schedules
- b) Bid Security
- c) Conditions of Contract

8. Quotation Prices:

The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract as follows:

- 8.1** Overseas bidders or the bidders who act on behalf of overseas manufacturer or supplier and wishing to be paid in the currency other than India and Nepal through L/C must quote the price in their own currency or in US\$ on the basis of CIF plant site, Hetauda, Nepal exclusive of unloading charge at the place of final delivery custom duty, VAT, Octopi etc. livable in Nepal. However clearing, forwarding and transportation charges from Kolkata port to final destination (Hetauda, Nepal) must be quoted either in Indian currency or in Nepalese currency.
- 8.2**
 - (i) Indian bidder or bidders who act on behalf Indian manufacturer or Supplier and wishing to be paid in Indian currency must quote the price in Indian currency only on the basis of CIF plant site, Hetauda, Nepal exclusive of unloading charge at the place of final delivery, customs duty, VAT & octopi etc livable in Nepal.
 - ii) Indian bidder should state the detailed break-up of price quoted e.g. cost including packing, taxes & duties (rate percent and amount of all taxes and duties should be shown separately) insurance, loading & freight. Sales tax should not be included as this is not applicable in case of supply to Nepal. HCIL will furnish the supplier custom clearance certificate (CCC) issued by Custom Office Nepal. If the material is Excisable, it should be dispatch under ARE-1 form.



8.3 Nepalese bidders must quote the price in the Nepalese currency on the basis of CIF plant site, Hetauda, Nepal inclusive of all taxes and duties, livable in Nepal and unloading charges at the place of final delivery. Price quoted by the Bidder shall remain fixed and valid until the satisfactory completion of the total supply and will not be subject to variation in any account.

8.4 Local Agent.

A non -Nepalese bidder wishing to have or already having local agent should state the following:

- i) Name and address of the agent /Representative
- ii) The agent/representative providing type of services
- iii) Amount of commission and mode of payment payable to the agent/ representative
- iv) Bidder's letter of authorization to agent/representative

9. Quotation Validity.

9.1 The Quotation shall remain valid for the period of 45 days from the date of opening of the quotation.

9.2 In exceptional circumstances, the Purchaser may solicit Bidder's consent to an extension of the period of quotation validity. The request and the responses thereto shall be made in writing (or by cable). If the Bidder agrees to the extension request, the validity of the Quotation security provided under Clause 10 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

10. Quotation Security:

The Bidder shall furnish a Security in Nepali Rupees in the amount **NRs.20,000/- (Twenty Thousand)** in the form of Bank guarantee provided herein (SectionV-5) or in the form acceptable to HCIL or Bank Voucher for cash deposited in HCIL'S A/C with the Bank mentioned in Section V-9. Bid bond in the form of bank guarantee must be issued or counter guaranteed by any A class Nepalese Bank. The Bid Security shall remain valid for a period of **75 days** from the date of opening of the quotation.

11. Format and Signing of Quotations:

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 initialed by the same authorized person.



12. Sealing and Marking of Quotations.

The Bidder shall submit Quotation in sealed envelopes. The envelope shall be addressed to the Purchaser specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.

13. Deadline for Submission of Quotations.

Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the Invitation for Quotation.

14. Late Quotation.

Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.

15. Modification and Withdrawal.

Quotations once submitted shall not be withdrawn or modified.

16. Bid Opening.

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 Invitation for Quotation. The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.

17. Process to be Confidential.

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.

18. Examination of Quotations.

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;
- (c) Is accompanied by the required securities; and
- (d) Is substantially responsive to the requirements of the Bidding Documents.



19. Evaluation and Comparison of Quotations.

19.1 In evaluating the Quotations, the Purchaser shall determine for each Quotation the evaluated Bid 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:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern.

19.2 If the Bidder does not accept the corrected amount, the Quotation shall be rejected and the Security pursuant to Clause 10 may be forfeited.

19.3 Custom duty & fee etc (except VAT) payable at custom office in Nepal and any other charges if not included will be loaded in the quoted price of foreign bidder.

20. Award of Contract.

The Purchaser shall decide the award of the contract, within 15 days of the opening of the quotation, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.

21. Purchaser's Right to accept or Reject.

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.

22. Notification of Award and Signing of Agreement.

22.1 The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the award by the Purchaser. Within 7 days of receipt of the notification, the successful Bidder shall deliver the Performance Security pursuant to Clause 23 and sign the Agreement.

22.2 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Security, upon which the Contract shall then be awarded to the next successive successful Bidder.

23. Performance Security:

Within Seven (7) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to 5% (five) percent of the contract agreement amount in accordance with conditions of contract in the form provided in Section V-7 or another form acceptable to the purchaser.



Section – III

Conditions of Contract

Conditions of Contract



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III. CONDITION OF CONTRACT



1. **Definitions:** In this contract, the following terms shall be interpreted as indicated:
 - 1.1 "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;
 - 1.2 "The Contract Price" means the price payable with VAT to the Supplier under the contract for the full and proper performance of its contractual obligation;
 - 1.3 "The Goods" means **Supply & Delivery of Engine Oil SAE-30** as specified in **Price Schedule** which the Supplier is required to supply to the Purchaser under the contract;
 - 1.4 "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 by the suppliers.
 - 1.5 "The Purchaser" means the procuring entity purchasing the goods;
 - 1.6 "The Supplier" means the organization supplying the goods and services under this contract.
2. **Specification:**

The goods supplied under this contract shall conform to the standards mentioned in the **Price Schedule**.
3. **Patent Right:**

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. **Performance Security:**
 - 4.1 The contractor shall cause performance security to be furnished to the purchaser in the amount of 5% (Five Percent) of the total contract price (inclusive of VAT where applicable). Such performance security shall be provided in the form provided herein or in form satisfactory to the purchaser at the time of signing of the contract agreement.
 - 4.2 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.
 - 4.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:



- a) A Bank guarantee issued or counter guaranteed by an "A" class commercial bank of Nepal in the form provided herein or another form acceptable to the purchaser.
- b) Cash deposited in the bank account of purchaser as shown in Section V-9.

4.4 The validity of the performance security shall be **minimum 90 (Ninety days)** from the date of signing of the contract agreement.

4.5 The performance security will be released after 30 days of successfully completion of supply of entire material.

4.6 **Forfeiture of performance Security.**

- (i) If the delivery is not completed even within the stipulated /extended period then the contract will be terminated and performance bond will be forfeited.
- (ii) If the supplier delivers the goods in defective condition at site then the same should be replaced or rectified within the time given by HCIL, failure to comply will be sufficient reason for the forfeiture of the performance bond.

5. **Inspections and Tests.**

5.1 Manufacturer Test Certificate should be submitted along with materials. However 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 quality of performance at the purchaser's cost prior to dispatch.

5.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant technical information shall be furnished to the inspectors at no charge to the Purchaser.

5.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

5.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Nepal shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

5.5 Nothing in Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.



6. Packing:

- 6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.
- 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 in accordance with international standard and practice and prescribed in price schedule of **Engine Oil SAE-30**.
- 6.4 All lubricants shall be packed in steel drums of approx 210 Ltrs.
- 6.5 All Packed drums shall be marked by clearly visible as
 - a) Product name
 - b) Quantity
 - c) Date of manufacture

7. Delivery of Goods:

- 7.1 Delivery of the **Engine Oil SAE-30** shall be made by the Supplier within 45 days from the date of signing of contract.
- 7.2 The terms "EXW", "FOB", "CIF", "CIP" etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce (ICC), Paris.

8. Insurance:

- 8.1 The goods supplied under the contract shall be fully insured for contract price + 10% in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 8.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

9. Warranty:

- 9.1 The Supplier warrants that the Engine Oil SAE-30 supplied under the Contract are new, unused and in conformity with the specification or details as specified in the contract.
- 9.2 This warranty shall remain valid for as per manufacturer Company Rules.
- 9.3 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 replace the defective **Engine Oil** thereof, within the period of 10 days (or such longer period as the purchaser may authorize in writing) without costs to the Purchaser.
- 9.5 If the Supplier, having been notified, fails to remedy the defect(s) within the specified period as agreed, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

10. Payment.

- 10.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's Sealed Quotation.
- 10.2 100 % Payment of the goods supplied from Nepal shall be made in Nepali Rupees after the delivery of goods to the satisfaction of the Purchaser on submission of Tax invoice along with **Manufacturer Test Certificate** confirming the specification of price schedule and it suitable for guaranty and warranty period.
- 10.3 Payment of the goods to be imported from abroad/India shall be made through an irrevocable confirmed letter of credit in the following manners.
- (i) 90% against presentation of original and copies of dispatch documents consisting of the followings:
 - (a) Commercial Invoice
 - (b) Packing List
 - (c) Road consignment Note/Bill of Lading/Airway Bill.
 - (d) Insurance Policy.
 - (e) Certificate of Origin.
 - (f) Photocopies of ARE-1 form (Excise invoice applicable for Indian bidders only).
 - (g) Test certificate issued by **Manufacturer**.
- 10.4 Balance 10% will be released after receipt & acceptance of entire materials at plant site HCIL, Hetauda.
- 10.5 Any expenses on L/C such as reimbursement charge, advising commission and interest incurred outside Nepal should be borne by the supplier.

11. Prices.

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.

Not applicable.



13. Liquidated Damages.

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 its 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 delivery 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.

The Governing Language shall be: Nepali or English

16. Applicable Law:

The applicable law shall be Laws of Nepal.



17. Notices:

- 17.1 **Hetauda Cement Industries Ltd.(HCIL)**
Central Office,
P.O.Box No. 24, Hetauda, Makawanpur, Nepal
Phone No.: 00977-57-412852/413020
Fax No. : 00977-57-412123
Email: info@hetaudacement.org.np
- 17.2 Supplier's address for notice purposes:

18. Taxes and Duties:

The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON. However custom duty at Nepal custom office for the supply of Non- Nepalese supplier shall be paid by the purchaser.

19. Delays in the Supplier's Performance.

- 19.1 Delivery of the **Engine Oil SAE-30** shall be made by the Supplier in accordance with the delivery schedule.
- 19.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the **Engine Oil SAE-30** the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties.
- 9.3 Except as provided under Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause (13), unless an extension of time is agreed upon pursuant to Clause 19.2 without the application of liquidated damages.

20. Force Majeure:

- 20.1 In the event that the supplier or the purchaser is delayed in performing any of their respective obligation under the contract, and such delay is caused by force majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restriction and freight embargoes, such delay may be excused and the period of such delay may be added to the time of performance of the obligation delayed.



20.2 If a force majeure situation arises, either of the parties shall promptly notify in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

21. Conduct of Suppliers:

21.1 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.

21.2 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.

- 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.

22. Blacklisting Supplier:

22.1 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 Sub - clause 20.2,
- b. if the supplier fails to sign an agreement pursuant to ITB Clause 22.



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.

22.2 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.



Section IV

Drawing

Not Applicable



Section V

Sample Form

Bid Form



Date:

To,
Hetauda Cement Industries Ltd.
P.O. Box NO. 24, Hetauda
Makawanpur, Nepal

Dear Sirs,

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Delivery of Engine Oil SAE-30** in conformity with the said Bidding documents for the sum of *[total Bid 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 Bid.

We undertake, if our Bid is accepted, to deliver the **Engine Oil SAE-30** in accordance with the delivery period or schedule specified in the price Schedule.

If our Bid is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of **45 (Forty Five)** days from the date of Quotation opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	------------------------	-----------------------------------

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

As per your requirement, we have attached herewith the bid security in the form of bank guarantee/cash deposit voucher for (Amount) valid for **75** days from the date of opening of bids.

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the Bidding documents.

Dated this _____ *[dd]* day of _____ *[mm]* month of 20 _____ *[yy]*.

[Name] _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of :



1. PRICE SCHEDULE FOR GOODS

(Applicable for quoting the prices by overseas Bidder in currencies other than Nepalese or Indian currency).

S.N	Description	Qty	Unit Rate		Amount
			In figure	In words	
1.	Engine oil SAE-30	2100 Ltr. (10 Drum Approx.)			
a)	CIF Kolkata, India				
b)	Transportation and insurance charges from Kolkata port to site along with Clearing, forwarding and other charges				
c)	Total CIF Plant Site, Hetauda, (HCIL) Nepal,(Including all taxes and duties, expenses and unloading charges upto final destination inside & outside Nepal except custom duty VAT etc leviable at Nepal custom office.)				
(Inwords.....)					

Bidders Name :

Address :

Phone :

Fax No. :

Stamp of Bidder's Firm

Signature of Bidder

Date :



2. PRICE SCHEDULE FOR GOODS

(Applicable for quoting the prices by Indian Bidder in Indian currencies)

S.N	Description	Qty	Unit Rate		Amount
			In figure	In words	
1.	Engine Oil SAE-30	2100 Ltr. (10 Drum Approx.)			
a)	Ex-Factory				
b)	Excise duty @.....				
c)	Transportation and insurance up to site				
d)	Clearing, forwarding and other expenses.				
e)	Total CIF Plant Site, Hetauda, (HCIL) Nepal, (Including all taxes and duties expenses and unloading charge up to final destination inside & outside Nepal except custom duty, VAT etc leviable at Nepal custom office.)				
(In words.....)					

Bidder's Name :

Address :

Phone No. :

Fax No. :

Stamp of Bidder's Firm :

Signature of Bidder:

Date :



3. PRICE SCHEDULE FOR GOODS

(Applicable for quoting the prices in Nepalese currency)

S.N	Description	Qty	Unit Rate		Amount
			In figure	In words	
1.	Engine Oil SAE-30	2100 Ltr (10 Drum Approx.)			
a)	Total				
b)	VAT @ 13%				
c)	Total CIF Plant site, Hetauda (HCIL), Nepal Including all Govt. Taxes and duties, custom duty etc in Nepal and unloading charges at plant site .				

Rate and amount of VAT will be charged as applicable at the time of despatch or billing.

Bidder's Name :

Address :

Phone No. :

Fax No. :

Stamp of Bidder's Firm :

Signature of Bidder:

Date :

Bid Security



Date :2074/ /

To :-

M/S HETAUDA CEMENT INDUSTRIES LTD, Lamsure , Hetauda -9 ,Makawanpur

Whereas, **[name of Bidder]** (hereinafter called “the Bidder”) has submitted his Sealed Quotation (SQ) dated **[date of submission of SQ]** for the **Supply & Delivery of Engine Oil SAE-30** (hereinafter called “the Sealed Quotation”).

KNOW ALL PEOPLE by these presents that WE **[name of Bank]** of Nepal having our registered office at **[address of bank]** (hereinafter called “the Bank”) are bound unto **[name of the procuring entity]** (hereinafter called “the Purchaser”) in the sum of **[specify amount in figure and words]** for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

- (1) If, the Bidder withdraws its SQ during the period of bid validity specified by the Bidder on the SQ Form; or
- (2) If the Bidder having been notified of the acceptance of its SQ by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser’s having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to Seventy five (75) days from the date of opening of the Sealed Quotation, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

[common seal of the bank]



Form of Agreement

THIS AGREEMENT made the _____ day of _____ 20____ between HETAUDA CEMENT INDUSTRIES LTD (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 Sealed Quotation for **Supply & Delivery of Engine Oil SAE-30** and has accepted a SQ 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 WITNESS 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. Quotation Form and the Price Schedule submitted by the Supplier;
 - b. The Conditions of Contract; and
 - c. The Purchaser’s Notification of Award.
 - d. The Performance Bond
 - e. Other documents, if any.
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

Performance Security



Date :

2074/ /

To:

HETAUDA CEMENT INDUSTRIES LTD, LAMSURE, HETAUDA-9, MAKAWANPUR WHEREAS **[name of Supplier]** (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. **13R/074/075** dated _____ 20____ to **Supply & Delivery of Engine Oil SAE-30** (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the 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 and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Letter of intent



Pro /074/075

Date. 2074/ / /

M/S.....

.....

Subject: - Notification of Award.

Dear Sir,

This is to notify that your offer dated for execution of the **Supply & Delivery of Engine Oil SAE-30** against **S. Q. No.13R/074/075** for the contract price of Rs.....(including VAT) is here by accepted in accordance with the Instructions to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement **within 7 days**. You are required to submit Performance Security for the amount not less than Rs..... which is 5% of total contract value including VAT as mentioned in the Condition of contract in the form of cash deposit or bank voucher or bank guarantee.

The Purchaser shall forfeit the bid security in case you fail to furnish the Performance Security and to sign the contract within specified period.

Thanking you,

Yours faithfully

(.....)

Chief, Procurement Department

C.C.To:

All Participants of Quotation

List of Bank Accounts



<u>S.No</u>	<u>Bank</u>	<u>Place</u>	<u>Current A/C No.</u>
1.	Nepal Bank Ltd.	Hetauda	025001004415001
2.	Rastriya Banijya Bank	"	130000037701
3.	Bank of Kathmandu Lumbini Ltd. "	"	15700100027524
4.	Nepal Bangladesh Bank Ltd "	"	009001731 C
5.	Himalayan Bank Ltd.	"	1100850420015
6.	Nabil Bank Ltd.	"	2301017500011
7.	Century Commercial Bank Ltd. "	"	0260000126CA
8.	Sanima Bank Ltd.	"	0250000015001
9.	Everest Bank Ltd.	"	4200105200052
10.	Nabil Bank Ltd.	Kathmandu	4801017500130
11.	Nepal SBI Bank Ltd.	Hetauda	20025240200093
12.	Agriculture Development Bank Ltd."	"	508500273881016
13.	Siddhartha Bank Ltd.	"	2515025912
14.	Prabhu Bank Ltd.	"	9011600280390000001
15.	Civil Bank	"	2910060429018
16.	NIC Asia Bank	"	6841488965524001
17.	Megha Nepal Bank Ltd.	"	500010010471

General Guideline for Bidder



(दरभाउपत्र फाराम भर्ने सम्बन्धमा दरभाउपत्रदाताहरूको जानकारी को लागि सुभाब)

दरभाउपत्रदाताहरूले प्रस्ताव फाराम भर्दा निम्नानुसारको कुराहरूमा ध्यान दिनु हुन अनुरोध गरिन्छ ।

- १) दरभाउपत्रको सूचना प्राय : जानकारीको लागि गोरखापत्र र उद्योगको वेबसाईटमा प्रकाशित हुनेछ । गोरखापत्रमा सूचना प्रकाशित भए पछि सो सूचना राम्रोसंग पढि दरभाउपत्र फारामको विस्तृत विवरण नेपाल सरकार, सार्वजनिक खरिद अनुगमन कार्यालयको वेबसाईट www.bolpatra.gov.np मा गई आफ्नो फर्मको नाम रजिष्ट्रेसन गरे पश्चात प्राप्त password बाट Login गरी दरभाउपत्रको सूचना र दरभाउपत्र फारामको विस्तृत जानकारी download गरी हेर्न सकिनेछ । साथै उद्योगको वेबसाईट www.hetaudacement.org.np बाट समेत दरभाउपत्र आह्वानको सूचना हेर्न/पढनका साथै बोलपत्र फाराम डाउनलोड गर्न सकिनेछ । वा दरभाउपत्रदाताको लिखित अनुरोधमा तोकिएको दस्तुर तिरी फाराम खरिद गर्न सकिनेछ ।
- २) दरभाउपत्रदाताले आफ्नो फर्मको तर्फबाट दरभाउ प्रस्ताव तोकिएको मिति र समय भित्र हातैले उद्योगको केन्द्रिय कार्यालय लामसुरेमा दर्ता गर्न सकिनेछ । साथै नेपाल सरकार सार्वजनिक खरिद अनुगमन कार्यालयको वेबसाईट www.bolpatra.gov.np मार्फत विद्युतिय प्रस्ताव पेश गर्न चाहने दरभाउपत्रदाताहरूले सोही वेबसाईटमा तोकिए बमोजिमका आवश्यक प्रकृया पुरा गरी प्रस्ताव दर्ता गर्न सकिने छ । विद्युतिय माध्यमबाट दरभाउपत्र प्रस्ताव पेश गर्ने प्रस्तावदाताहरूले सक्कल दरभाउपत्र प्रस्ताव (Hard Copy) प्रस्ताव खलेको ७ दिन भित्र अनिवार्य पेश गर्नु पर्ने छ ।
- ३) दरभाउपत्र फाराम खरिद गर्दा जुन फर्मको नामबाट रसिद काटीएको छ सोही फर्मकै नाममा प्रस्ताव पेश गर्नु पर्ने छ । नेपाली फर्महरूले आफ्नो विदेशी प्रिन्सिपल पार्टीको तर्फबाट स्थानिय एजेण्टको हैसियतले दरभाउपत्र प्रस्ताव पेश गर्दा प्रिन्सिपलकै नाममा पेश गरी विडबण्डमा समेत सोही व्यहोरा स्पष्ट लेखिएको हुनु पर्ने छ । नेपाली फर्मले विड गरेको अवस्थामा भुक्तानी नेपाली रुपैयाँमा नै गरिनेछ ।
- ४) नेपाल सरकार,सार्वजनिक अनुगमन कार्यालयको वेबसाईट www.bolpatra.gov.np मार्फत प्रस्ताव दर्ता गर्न चाहने दरभाउपत्रदाताले अन्तिम समयसम्म पर्खेर बस्नु भन्दा पनि कम्तिमा २ दिन पहिले नै आवश्यक कागजात तयार पारी website मा Upload गर्दा विधुतिय अबरोध, ईण्टरनेट तथा वेबसाईटमा गडबडी आदिबाट श्रृजना हुने संभावित अबरोध बाट बच्न सकिनेछ ।
- ५) दरभाउपत्रदाताले दरभाउपत्र सूचनामा तोकिए बमोजिमको रकम र अवधी पुग्ने गरी (बैंक जमानतको म्याद) विडबण्ड पेश गर्नु पर्छ । दरभाउपत्र प्रस्तावको खाममा विडबण्ड बापत नगद राख्नु हुदैन ।
- ६) दरभाउपत्र फारामको Instruction to Bidder का सबै बुँदा राम्रोसंग हेरी प्रस्ताव पेश गर्नु पर्छ ।
- ७) दरभाउपत्र फारामको हरेक पानामा दरभाउपत्रदाता फर्मको तर्फबाट अधिकारप्राप्त व्यक्तिले दस्तखत गरी फर्मको छाप समेत लागे नलागेको जांच गर्नु पर्छ ।
- ८) दरभाउपत्र फारामको मुल्य उल्लेख गर्ने स्थानमा आफुले पेश गर्न चाहेको मुल्य अंक र अक्षर दुवैमा भर्नु पर्छ ।
- ९) आवश्यकता अनुसार दरभाउपत्रदाताले आफुले आपूर्ती गर्न चाहेको सेवा वा सामानको ब्राण्ड, वारेण्टी ग्यारेण्टी, दिन सकिने छुट आदि वारे स्पष्ट रुपमा उल्लेख गर्नु का साथै सामानको लिफलेट, क्याटलग संलग्न गर्नु पर्छ ।
- १०) दरभाउपत्रदाताले दरभाउ प्रस्ताव फाराम भर्दा केरमेट भएको ठाँउमा दस्तखत भए नभएको जांच गर्नु पर्छ ।
- ११) दरभाउपत्र फारामसाथ पेश गर्नु पर्ने कागजातहरूको प्रतिलिपि नोटरी पब्लीकबाट प्रमाणित गरेको हुनु पर्छ ।
- १२) दरभाउपत्रदाताले आपूर्ति गरिने सामान वा सेवाको लागि निर्माता वा उत्पादक कम्पनी को आधिकारिक पत्र आवश्यक भनी लेखिएको अवस्थामा सो पत्र पेश गर्नु पर्छ ।
- १३) दरभाउ प्रस्ताव फाराममा ISO Certificate दिनु पर्ने उल्लेख भए सो को प्रमाणित प्रति बोलपत्र साथ संलग्न गरे , नगरेको तथा SGS/LLOYED/ Beuro-Veritas जस्ता संस्थाबाट Test certificate दिनु पर्ने उल्लेख गरेको भए सो अनुसार Test गराई सामान दिन सकिने, नसकिने राम्रो संग बुझि प्रस्ताव पेश गर्नु पर्छ ।

नोट :-दरभाउपत्रदाताहरूले बेलाबेलामा भुल गर्ने गरेको कारण उपरोक्त व्यहोरा स्मरण गराईएको भएतापनि दरभाउपत्र सूचना तथा फाराममा उल्लेखित कुराहरू मुख्य रुपमा आधिकारिक हुने भएकोले दरभाउपत्र फाराम राम्रो संग अध्ययन गरी सोही अनुसार प्रस्ताव पेश गर्न अनुरोध गरिन्छ ।

खरिद विभाग

हेटौडा सिमेण्ट उद्योग लि.