

REQUEST FOR SEALED QUOTATION

Supply, Delivery and Installation of Fruit and Vegetable racks for Central Vegetable and Fruit Cooperative Limited (CVFCUL) to implement Cooperative Market at Chabahil, Kathmandu

	Date: 13/03/2020
NAME & ADDRESS OF FIRM	REFERENCE: CMDP/UNDP/RFQ/01/2020

Dear Sir / Madam:

We kindly request you to submit your sealed bid for **Supply, Delivery and Installation of Fruit** and **Vegetable racks for Chabahil market**, as detailed in Annex 1. While preparing your sealed bid, please be guided by the form attached here to as Annex 2.

Quotation may be submitted on or before 05:00 PM, 30th March, 2020 in sealed envelope by submitting hard copy of the sealed bid to the address below:

National Project Director (NPD) Cooperative Market Development Programme (CMDP) Ministry of Land Management, Cooperatives and Poverty Alleviation Singh Durbar, Kathmandu, Nepal Contact Number: 01400060/80

It shall remain your responsibility to ensure that your sealed quotation should reach above-mentioned addresses above on or before the deadline. Quotations that are received after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned goods:

Delivery Terms	Local delivery price inclusive of taxes and duties		
Exact Address/es of Delivery Location/s	Central Vegetable and Fruit Cooperative Union (CVFCUL) Chabahil, Kathmandu		
Latest Expected Delivery Date and Time	20 days from the date of signing of Contract		
Value Added Tax on Price Quotation	Must be inclusive of VAT and other applicable indirect taxes		
After-sales services required	 Warranty on Parts and Labor for minimum period of one year. years or as mentioned in Annex 1 – Technical Specifications and Requirements Technical Support 		

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Deadline for the Submission of Sealed Quotation	March 30, 2020			
Bid Security	NA			
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English			
Documents to be submitted	 Latest Business Registration certificate Latest VAT certificate Latest Tax clearance certificate of last year Audit report for last year Written self-declaration of not being included in GoN blacklist Letter declaring delivery of goods by 20 days from the date of contract 			
Period of Validity of Quotation starting the Submission Date	60 days In exceptional circumstances, CMDP may request the Vendor to extend the validity of the quotations beyond what has been initially indicated in this Request for Sealed Bid. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Bid.			
Partial Quotes	Not permitted			
Payment Terms	As specified in the contract			
Evaluation Criteria [check as many as applicable] CMDP will award to:	Technical responsiveness/Full compliance to requirements and lowest price One and only one supplier			
Torrest Control to Control	** Note: Joint Ventures submissions are not allowed**			
Type of Contract to be Signed Special conditions of Contract	Purchase Order Cancellation of PO/Contract if the delivery/completion is delayed by 20 days			
Conditions for Release of Payment	 Passing Inspection Complete Installation Written Acceptance of Goods based on full compliance with Request for Sealed Bid requirements 			
Annexes to this Request for Sealed Quotations	 Specifications (Annex 1) Form for Submission of Sealed Quotations (Annex 2) General Terms and Conditions / Special Conditions (Annex 3). 			
Contact address for Inquiries (Written inquiries only)	Email: dcu.cmdp @gmail.com Written inquiries must be submitted within 7 days from the date of first publication of the advertisement. Late enquiries will not be entertained.			

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CMDP reserves the right to inspect the รันิติทิเติร์'s workshop or office for physical verification of the offer as a part of technical evaluation.

The bid that fulfills all the requirements (Technical and Financial)shall be awarded. Any offer that does not meet the requirements shall be disqualified.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by the CMDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on CMDP's re-computation and correction of errors, its bid will be rejected.

At any time during the validity of the quotations, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by CMDP after they have received the bid. At the time of award of Contract or Purchase Order, CMDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this Request for Sealed quotations shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a bid implies that the vendor accepts without question the General Terms and Conditions herein attached as Annex 3.

CMDP is not bound to accept any quotations, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a bid, regardless of the outcome or the manner of conducting the selection process.

CMDP implements a zero tolerance on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against CMDP, as well as third parties involved in CMDP' activities.

Thank you and we look forward to receiving your bit

Sincerely yours,

Chandrakala Paudel

National Project Director (NPD)

Cooperative Market Development Programme (CMDP)
Ministry of Land Management, Cooperatives and Poverty Alleviation
Singh Durbar, Kathmandu, Nepal

Contact Number : 01400060/80



Annex 1:Specification of rack

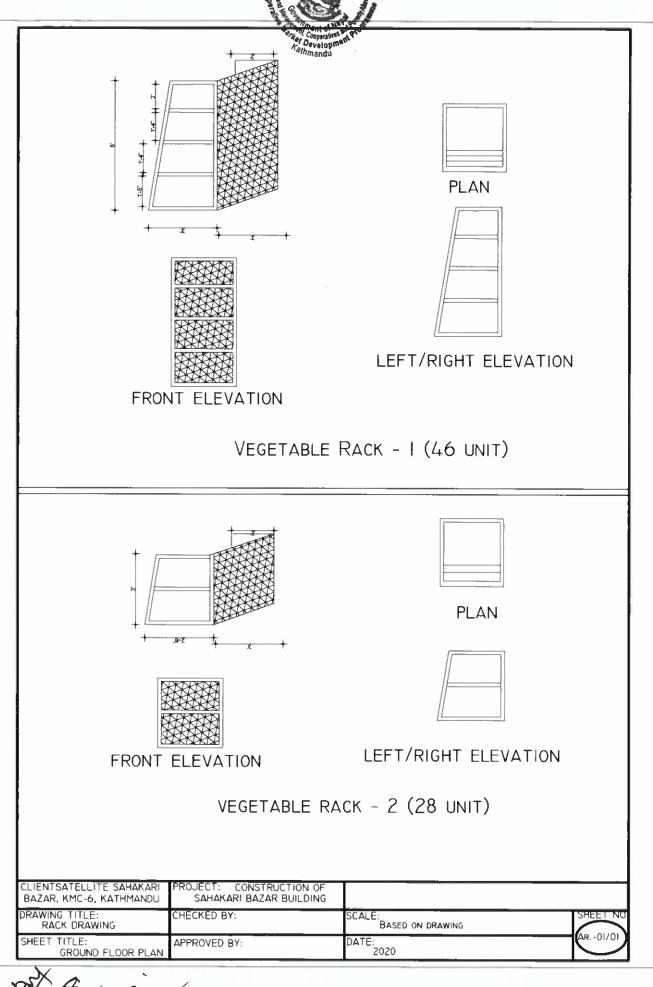
Minimum Order Quantity	46 Units with 6 feet height and 28 units with 3 feet height				
Layers per rack	2 layers for 3 feet height and 4 layers for 6 feet height				
Size of Layer	Length = 3 feet and breadth 2 feet				
Distance between layers	Adjustable				
Load Capacity per layer	0-50 kg				
Туре	F & V rack				
Usage	Supermarket/Cooperative market				
Material	Mild steel				
Usage/Application	Fruits and Vegetable display				

The racks should be fabricated using mild steel, galvanized steel with power coatings. These should be customized in order to meet the specific requirement of clients with competitive prices.

Features

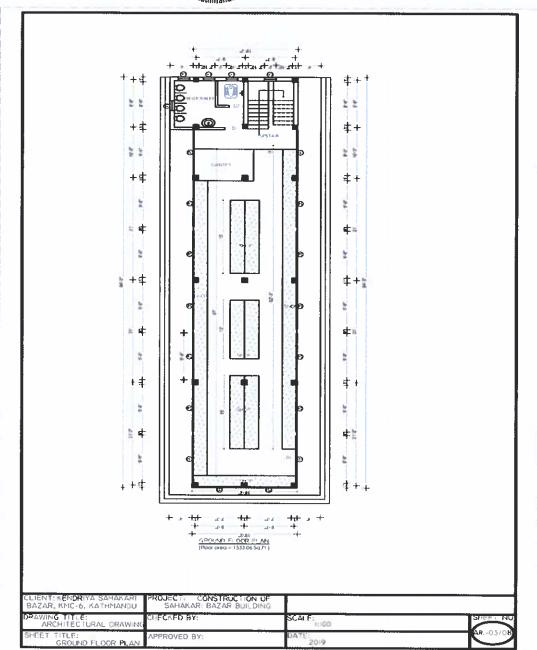
- 1. Excellent finishing
- 2. Highly durable design
- 3. Accurate in dimension

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Annex 2

FORM FOR SUBMITTING SUPPLIER'S SEALED QUOTATIONS

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)

We, the undersigned, hereby accept in full the General Terms and Conditions, and hereby offer to Supply, Deliver, Installation of Fruits and Vegetable racks in Chabahil cooperative market as listed below in conformity with the specification and requirements of CMDP

TABLE 1: Offer for Supply, Delivery, Installation of vegetable rack¹

ltem No.	Description	Brand/Model offered	Qty	Unit Price in NPR.	Total Price in NPR.
1	Rack – 1 (6 ft height) with four adjustable layers		46		
2	Rack -2 (3 ft height) with two adjustable layers		28		
	TOTAL in NPR.				*
	VAT 13%			1	
	TOTAL PRICE WITH VAT IN NPR.				

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the Request for Sealed quotations.

[Name and Signature of the Supplier's Authorized Person] [Designation] [Date]

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¹ The total cost with VAT should also include transportation and installation costs.



General Terms and Conditions

GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK

1. Force Majeure

Without prejudice to their rights the *CMDP* and the party shall not be held responsible nor suffer any financial loss should the performance of the party be delayed or prevented by an event of Force Majeure, which shall include, but not limited to strikes, riots, civil commotion, fire accident or any other incident beyond the control of either party hereto which neither party was aware of or could have foreseen at the time of the signing of this contract. In event of an occurrence of the Force Majeure, either party shall notify the other of the event and during such event the rights and obligations of either party shall automatically be suspended.

2. Arbitration

Any dispute arising out of or in connection with this task not settled by mutual understanding shall be submitted to arbitration to three arbitrators. Each party shall appoint on arbitrator and the two arbitrators thus appointed shall agree on the third one. The arbitrators shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

3. Termination

Either party may terminate this contract at any time by giving the other party fourteen (14) days notice in writing of the intention to do so. In the event of such termination, the party shall be compensated for the actual amount of work performed, upon valid justification for termination, by CMDP on a pro rata basis.

4. Law Applicable

This contract shall be governed by the NIM Guideline and project guidelines.

5. Independent Relationship

Nothing contained in the contract shall be construed as establishing or creating between *CMDP* and the party relationship of master and servant or principal and agent, it being understood that the party is an independent person vis-a-vis *CMDP*.

6. Party's General Responsibilities

- a. The party shall carry out work under the contract with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.
- b. The party shall be responsible for the professional and technical work carried out by him/her in the implementation of this task.





The party shall make his/her own arrangements regarding insurance for medical expenses and for accident, death and permanent disability for the period of the task. All costs involved will be borne by the party.

8. Source of Instruction

The party shall neither seek nor accept instructions from any authority other than *CMDP* and *CMDP*' authorized agent in connection with the work under the contract.

9. Prohibition on conflicting activities

The party shall ensure that he/she will not directly/indirectly engage in any activity that would conflict with those of CMDP in respect of this project.

10. Officials not to benefit

The party warrants that no CMDP' official has been or will be admitted by him/her to any direct/indirect benefit arising from this task or award thereof.

11. Assignment

The party shall not assign, transfer, pledge or make other disposition of the task or any other parts thereof or rights, claims or obligations under this task, without prior written approval of *CMDP*.

12. Records, Accounts, Information and Audit

- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile or make available at all times to CMDP any records or information, oral or written, which CMDP may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow *CMDP* or its authorized agents to inspect and audit such records or information upon reasonable notice.

13. Language

Unless otherwise specified in the task, English language shall be used by the party in all written communications to *CMDP* with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services.

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14. Confidential Nature of Documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the party under this task be the property of *CMDP*, shall be treated by him/her as confidential and shall be delivered only to the duly authorized officials on completion of work under this grant. Under no circumstances shall the contents of such documents or data be made known to any unauthorized person without written approval of *CMDP*. Subject to the provision of this article, the party may retain a copy of the document (s) produced by him/her for his and universities record.

15. Amendments

The terms and conditions of this task may be amended only in writing signed by both parties to this task or their duly authorized representatives.

16. Obligation to inform CMDP of changes in conditions

The party shall promptly and fully notify *CMDP* in writing of any conditions which interferes, or threatens to interfere, with successful carrying out of the services under this task. Such notice shall not however relieve the party of his/her obligations to continue to provide services under this task. On receipt of such notice, *CMDP* shall take such action as in its sole discretion it considers to be appropriate or necessary under the circumstances.

17. Taxation

The party shall be liable for any tax levied on the fee paid as per this task. Income tax on the remuneration and allowances paid to the party will be deducted at source.

18. Right of CMDP

In case of failure by the party to fulfil its obligations under the terms and conditions of execution of task, including but not limited to failure to obtain necessary or to make delivery of all or part of the services by the agreed delivery date or dates, *CMDP* may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the services from other sources, in which event *CMDP* may hold the party responsible for any excess cost occasioned thereby.
- Refuse to accept delivery of all or part of the services.
- c. Cancel the contract without any liability for termination charges or any other liability of any kind of CMDP.





19. Late Delivery

Without limiting any other rights or obligations of the party hereunder, if the party will be unable to deliver the services by the delivery date(s) stipulated in the ToR, the party shall (i) immediately consult with *CMDP* to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the party's cost (unless the delay is due to <u>Force Majeure</u>), if reasonably so requested by *CMDP*.

20. Settlement of Disputes

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Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, the task or the breach, termination or invalidity thereof.