

# STANDARD BIDDING DOCUMENT

# **Sealed Quotation**

# For

# **Vehicle Rental**

## **During Buddhist International Travel Mart 2019**

Issued by

## **Nepal Tourism Board**

Bhrikutimandap, Kathmandu

Issued on: 2075-09-06 Sealed Quotation No. : 02/NTB(SQ)- 2075/76 F/Y : 2075/076

## NRs. 1,000.00



### Section I. Invitation for Sealed Quotation

Name of the Office: Nepal Tourism Board Address of the Office: Bhrikutumandap, Kathmandu.

#### Invitation for Sealed Quotation for Vehicle Rental During Buddhist International Travel Mart 2019

Sealed Quotation No: 02/ NTB(SQ)- 075/76 Date of first Publication: **2075-09-06** 

- 1. Government of Nepal, Ministry of Culture Tourism and Civil Aviation (MoCTCA) and Nepal Tourism Board (NTB) in association with private sector will be organizing Buddhist International Travel Mart in Lumbini from January 10 to 12, 19
- 2. The Nepal Tourism Board (NTB) needs to provide the local transportation services to the invited international delegates in Kathmandu Valley, Chitwan, Lumbini and other required places during, pre and post the Mart, Hence, NTB invites sealed quotations from registered vehicle rental firms to submit competitive rate/s for **providing vehicle services** as mentioned below. More details about vehicle rental services are mentioned in technical specifications,

S.N.	Sealed Quotation No.	Name of the Contract	Bid Bond Amount (NRs.)	Price of Bid Document (NRs.)
1	02/ NTB 9SQ)- 075/76	Providing vehicle rental service during Buddhist International Travel Mart 2019	27,000.00	1,000.00

- 3. Interested eligible Firms may obtain further information and inspect the Sealed quotation Forms at the office of *Nepal Tourism Board, Bhrikutimandap, Kathmandu, Phone No.* 01-4256909].
- 4. Sealed Quotation Forms may be purchased on submission of written application along with self-certified copies of Firm registration certificate, VAT/PAN registration certificate, Tax Clearance Certificate of FY 2074/75 or Submission of Tax returns up to F/Y 2074/75 upon payment of a non-refundable fee as mentioned in the above table during office hours on all working day within 15 (Fifteen) days from the date of first publication of this notice from Nepal Tourism Board, Bhrikutimandap, Kathmandu, in the form of Bank Voucher in the name of Nepal Tourism Board, Bhrikutimandap, account No.00101010030218 at Nepal Investment Bank Limited, Durbarmarg, Kathmandu.
- 5. Quotations must be valid for a period of 45 days after opening of sealed quotations and must be accompanied by bid bond amount as mentioned in the above table either by original Bid Bond (Bank Guarantee) issued by a Commercial Bank approved by Nepal Rastra Bank in the format provided in the Bidding document or in the form of Bank Voucher in the name of Nepal Tourism Board, Bhrikutimandap, account No.00101010030218 at Nepal Investment Bank Limited, Durbarmarg, Kathmandu, which shall be valid for 75 days after opening of the Sealed Quotations.
- Sealed Quotations must be submitted to the above office on or before 12.00 Noon (NST-Nepal Standard Time) on 2075-09-22. Bids shall be sealed in an envelope addressing to Nepal Tourism Board, Kathmandu indicating name of the contract, Contract ID No., Bidder's name and address.
- 7. Quotation received after this deadline shall not be accepted.
- 8. The Sealed Quotations received by the due date and within specified time will be opened at 2:00 PM on 2075-09-22 at *NTB* in the presence of the applicant or their authorized



representative chosen to attend. Absence of the applicant or their authorized representative, however, shall not hamper the opening of the Quotations.

- 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 successful Bidder shall deliver a Performance Security in cash or Bank Guarantee of NRS 47,000 (Forty seven thousand rupees only)
- 11. The bidder must submit the Self Declaration that the firm has not any conflict of interest, black-listed and punished related with the business in separate letter head of the firm.
- 12. 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.
- 13. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.

### **Instructions to Bidders**

- 1. Scope of Works The Purchaser stated in the Invitation for Quotation invites bids for the providing vehicle rental services as mentioned above, whose technical specifications and quantities are provided herein.
- 2. Eligible Bidder 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) Up to date Firm/Company Registration Certificate
  - (b) VAT and PAN Registration Certificates, Tax Clearance Certificate or Submission of Tax Returns up to 2074/75 duly certified from the Inland Revenue Office,
  - (c) Power of Attorney
  - (d) Self Declaration that the firm has not any conflict of interest, black-listed and punished related with the business in separate letter head of the firm.
- **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 comprise the documents listed below:	
		1. Invitation for Sealed Quotations	
		2. Instructions to Bidders	
		3. General Conditions of Contract (GCC)	
		4. Form of Agreement	
		5. Sample Forms	
		6. Schedule of Requirements	
		7. Technical Specifications	
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	The Quotation by the Bidder shall comprise the following:	
	Comprising Quotation	a. Quotation and Price Schedules	
	Quotation	b. Bid Security	
		c. Schedule of Requirements	
		d. Technical Specifications	
8.	Quotation Prices	The Bidder shall indicate on the appropriate Price Schedule the unit prices	
		All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.	
		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.	
9.	Quotation Validity	The Quotation shall remain valid for the period of 45 days after opening of the quotation.	
Security Secu		The Bidder shall furnish a Security of NPR 27,000.00 The Bid Security shall remain valid for a period of 75 days after opening of the quotation.	
		The Security shall be in the form of cash voucher deposited in the Bank Account of the Employer specified in the notice for "Invitation for Quotation" or a bank guarantee from a bank acceptable to the Employer.	
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 initialled by the same authorized person.	
12.	Sealing and Marking of	The Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to the Purchaser specified in the	

		NTB\
	Quotations	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.
	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.
	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	<ul> <li>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: <ul> <li>a. where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and</li> <li>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</li> </ul> </li> </ul>
		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.
20.	Award of Contract	The Purchaser shall decide the award of the contract, within 5 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 3 days of receipt of the notification, the successful Bidder shall deliver the Performance Security pursuant to Clause 23 and sign the Agreement.
  - 22.3 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 The successful Bidder shall deliver to the Purchaser a Performance Security of NPR 47,000 (Forty seven thousand) in cash deposited bank voucher at Purchaser's bank as stated in bid notice or Bank Guarantee acceptable to the Purchaser.



## **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 **NTB** 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 contractual obligation;
  - c. "The Services" means the Vehicle Rental Services which the Supplier is required to supply to the Purchaser under the contract;
  - d. "The Purchaser" means the procuring entity purchasing the goods; ie NTB.
  - e. "The Supplier" means the organization supplying the goods and services under this contract.
- **2. Technical** 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 ......

7.

- Delivery of Services
   6.1 Delivery of the services shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
  - Payment
     7.1
     Payment shall be made in the currency in which the contract price has been stated in the Supplier's Sealed Quotation.
    - 7.2 Payment of the services supplied from within Nepal shall be made in Nepali Rupees after the satisfaction delivery of the vehicle rental services to the Purchaser.
    - 7.3 TDS shall be deducted at the time of payment as per prevailing law of Government of Nepal.
- Prices
   8.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
- 9. Changed Order 9.1 Where the Purchaser desires to make changes in Schedule of Requirement..
- **10. Resolution of** 10.1 If any dispute or difference of any kind whatsoever shall arise

Disputes	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.	
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: Nepal Tourism Board,	
	<i>Bhrikutimandap, Kathmandu.</i> 13.2 Supplier's address for notice purposes:	
14. Taxes and Duties	13.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.	
15.Conduct of Suppliers	15.1 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.	
	<ul> <li>15.2 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 : <ul> <li>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent practice</li> <li>d. interference in participation of other prospective bidders.</li> <li>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price</li> <li>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.</li> </ul> </li> </ul>	
16.Blacklisting Supplier	<ul> <li>16.1 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: <ul> <li>a. if the supplier fails to sign an agreement pursuant to ITB Clause 22,</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> </ul> </li> <li>16.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined</li> </ul>	
	by PPMO.	

## **Section IV.Schedule of Requirement**

The delivery schedule expressed as days stipulates hereafter is the last date of delivery to the <u>Nepal</u> <u>Tourism Board, Bhrikutimandap, Kathmandu</u>, where the Goods is required to be delivered after signing of the contract.

		Delivery S	chedule
<i>S.</i>	Description of the	Starting	Till
N	Services	from	
1.	Providing vehicle		
	rental services	Immediately	17 <sup>th</sup> of
		after the	January
		signing of	2019
		the contract	

Note: The vehicle rental period may also alter by few days, and such change shall be notified to the supplier in advance.



## Section V. Technical specifications

Item	Specification	Bidder's Statement of Compliance
1	The vehicle rental rate should be inclusive of driver and fuel.	Comply
2	The Suppliers rate should also be inclusive of the food and accommodation services to the driver and helper of the vehicle if needed.	Comply
3	The Purchaser shall provide to the Purchaser clean and conditioned vehicles suitable for international guests and delegates.	Comply
4	All the vehicles provided by the Supplier should have the Air Condition option.	Comply
5	Should maintain a vehicle Log –Sheet for the proof of usage of vehicle services provided and submit the same while forwarding the bill for payment.	Comply

I hereby certify to comply with all the above Technical Specifications.



### **Section VI.Sample Forms**

#### 1. Quotation and Price Schedules

Date:

### To: Nepal Tourism Board

#### Bhrikuitmandap, Kathmandu

We undertake, if our Sealed Quotation is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Sealed Quotation is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (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 Sealed Quotation for a Period of 45 days from the date fixed for Sealed Quotation opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Sealed 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 SQ you may receive.

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

[signature]

[in the capacity of]

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



#### **Rate Schedule for Vehicle Rental Services**

Rate should be quoted in NPR Name of Supplier..... Sector Route Rate of S. Rate of Bus Rate of Rate of Jeep/ Rate of Car SUV/ XUV No. Hiace 35+ Seaters Coaster Van 1-3 Seater Vehicle 22-26 Seaters 8-14 5-7 Seaters Seaters Arrival / Departure Transfer 1 from TIA to KTM City Hotels Arrival / Departure Transfer 2 from TIA to KTM Outskirt Hotels 3 Dinner program in Kathmandu. Full day Sightseeing tour in 4 Kathmandu Valley Half day Sightseeing tour in 5 Kathmandu Valley KTM-Chitwan- Lumbini-6 KTM (4N 5D) Sightseeing tour in Lumbini 7 from Bhairahawa (Tiger Palace Resort) 8 Sightseeing tour in Lumbini from (Hotel Pawan Palace) 9 Disposal in Lumbini 10 Disposal in Kathmandu 11 Tiger Palace Resort to Lumbini 12 BWA Airport to Lumbini / Pawan Palace 13 BWA Airport to Bhairahawa / Tiger Palace 14 Sightseeing Bhairahawa-Ramgram 15 Sightseeing Lumbini-Ramgram Sightseeing Bhairahawa-16 Tilaurakot 17 Sightseeing Lumbini-Tilaurakot 18 Overnight charges (Per Night)

Notes:

- 1. Above rate will cover the round trip from Kathmandu.
- 2. The above rates should be EXCLUSIVE OF VAT and inclusive of providing Air Condition service.
- The bidders shall NOT have option for quoting rates partially. In other words, the rate for sectors should be quoted. Partial bid shall be treated as non-responsive and be liable for rejection.

Name of authorized person:

Authorized Signature:



### घोषणापत्रको नमुना

### (यस नमुनाबमोजिमको घोषणापत्र दरभाउपत्रदाताले आफ्नो संस्थाको लेटरप्याडमा उल्लेख गरी छूट्दै पत्र तयार गरी दरभाउपत्रसाथ संलग्न गर्नूपर्दछ)

मिति : .....

श्री नेपाल पर्यटन बोर्ड भृकुटीमण्डप, काठमाडौं ।

#### विषय : घोषणापत्र पेश गरेको ।

उपर्यूक्त विषयमा त्यस बोर्डबाट मिति ..... मा ......(पत्रिका) मा प्रकाशित सुचनाअनूसार ......सामान आपुर्तिसम्बन्धी कार्यमा भाग लिन अयोग्य नभएको एवं प्रस्तावित ..... सामान आपुर्तिसम्बन्धी कार्यमा आफ्नो स्वार्थ नबाफिएको र ...... सामान आपुर्तिसम्बन्धी कामकारवाहीमा कूनै कसूरमा आफुले सजाय नपाएको भनी यो घोषणापत्र पेश गरेको छू।

दरभाउपत्रदाता

सप्लायर्स, फर्म वा निर्माण कम्पनीको नाम :

दस्तखतः

मिति :

ठेगाना :

छाप :

#### 2. Bid Security

Date :

#### To: Nepal Tourism Board Bhrikutimandap, Kathmandu

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]



#### 3. Form of Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *Nepal Tourism Board* (hereinafter called "NTB") of the one part and *[name of Supplier]*...... of *Kathmandu* (hereinafter called "the Supplier") of the other part:

WHEREAS NTB invited Sealed Quotation for certain goods and ancillary services, viz., *providing vehicle rental services* and has accepted a Sealed Quotation by the Supplier for the supply of those goods and services at the rate as mentioned in the price schedule (Hereinafter called "the Contract Rate").

#### NOW THIS AGREEMENT WITNESSE 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 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:



#### 4. <u>Performance Security</u>

Date :

To: [name and address of the Purchaser]

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_\_ 20\_\_\_\_ to supply *[description of goods and services]* (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]