

Bidding Document

for



River borne Materials ("Nadijanya Padartha") in Kolhabi Municipality


Contract ID: KM/RBM/01/2080-81
Kolhabi Municipality

Office of the Municipal Executive

Kolhabi, Bara,

Madhesh Province , Nepal

final Date of Submission: Within 12 p.m., 10/03/2024 AD.
Fees: Rs. 5000.00 (Five Thousands Only)


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Invitation for Electronic Bids

Kolhabi Municipality
Office of the Municipal Executive
Madesh Province, Nepal



(Date of First Publication: 09/02/2024 AD)

1. The Office of the Municipal Executive, Kolhabi Municipality, Bara invites electronic bids from eligible registered firms or companies through www.bolpatra.gov.np/egp for the extraction and evacuation (Utkhanan and nikasi) of river borne materials from Bakaiya Khola, within the area of Kolhabi Municipality through "Badhabadh" system (The highest amount bidding) for the Fiscal Year 2080/081 as per the approved Initial Environmental Examination Reports under the provisions of the prevailing laws.
2. Bidders who submit their bid electronically may download the bidding documents for e- submission from PPMO's e-GP system www.bolpatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit the cost of the bidding document in the Project's Rajaswa (revenue) account as specified below:-

Information to deposit the cost of the bidding document in the Bank:

Name of the Bank: Agricultural Development Bank Ltd.

Name of the Office: Kolhabi Municipality, Bara

Account No.: 0526701374389079

Bid Document Charge: Rs. 5000.00 (Non-refundable)

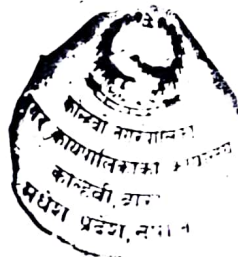
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3. Electronic bids must be submitted electronically to the Office of the Municipal Executive, Kolhabi before 12:00 p.m. on the 31st day of the first publication of the notice. Bids received after this deadline will be rejected.
4. The bids will be opened in the presence of Bidders' representatives who choose to attend at the office of the Municipal Executive, Kolhabi at 1 p.m. on the 31st day of the first publication of this notice. Bids must be valid for a period of 120 days after the bid opening and must be accompanied by a bid security (bid bond) issued by one of the nationally recognized "A" category commercial banks amounting to at least 5% of the bid amount which shall be valid for 30 days beyond the validity period of the bid. The cash security shall be unacceptable.
5. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such a case, the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
6. The use of tipex (eraser) shall be unacceptable. If there is a difference between the amount quoted in figures and words, the amount quoted in the words shall be valid.
7. Bidders shall not quote their bidding amount less than the minimum bidding amount as mentioned below.
8. The approved bidder shall compulsorily deposit the 13% Value Added Tax (VAT) amount in the concerned Inland Revenue Office and present the copy of the deposit voucher before signing the contract agreement.
9. No tax shall be levied on anything that is banned by law. The approved bidder shall neither levy any charge on anything that is used by Kolhabi Municipality office, Bara. for its developmental works nor claim any discount or indemnities for it.
10. The approved bidder shall not claim any compensation or any other amount on any ground of strike, stoppage, halt, obstruction or lockdown that may arise due to whatever reason. The approved bidder shall obey all the provisions of the prevailing laws and the terms and conditions of the contract agreement. For any damage occurred due to the breach of law or violating the terms and conditions mentioned in the bid document or the contract agreement, the approved bidder shall be liable to compensate and pay the amount arisen out of such damage.



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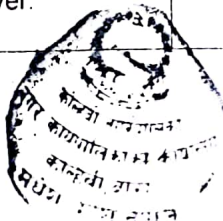
11. The tax and charges pattern shall be provided along with the bid document. The extraction ("Utkhanan") tax shall be Rs.5 per cubic ft within municipality area and evacuation ("Nikasi") tax shall be added Rs. 4 per cubic ft. extra outside municipality area respectively exclusive of VAT.
12. The contract period shall commence from the date of the signing of the contract agreement by both the Office of the Municipal Executive, Kolhabi and the approved bidder and the extraction work shall be generally permitted till the last day of the month of Jestha, 2081 B.S. and the evacuation (Nikasi) work till the last day of the month of Ashadh, 2081B S.
13. The approved Bidders must deposit bidding amount in three installments; at least 35% at the time of the contract, 35% at the end of the Baisakh, 2081 and remaining amount at the end of the Jestha 2081. At the time of the Contract Bidders must submit approved Bank guarantee of remaining amount released from Commercial bank. There will be no any discount, exemption or concessions after signing the Contract.
14. The approved bidder shall use and issue the separate bill pads in collection of the taxes for the extraction and evacuation (Utkhanan and nikasi) of river borne materials inclusive of VAT. The approved bidder shall deposit the VAT amount in the concerned Inland Revenue Office. Apart from it, the approved bidder shall be liable to deposit any other taxes or charges in the concerned authorities on the scheduled time as per the provisions of the prevailing laws and no amount shall be deducted from the bid amount for it.
15. The approved bidder shall print the bill pads with the three copies of a single bill mentioning the Contract Identification on his own cost and issue the bills after acquiring the stamp of the Office of the Municipal Executive, Kolhabi and having entry of the serial numbers of the bills in the same office.
16. The concerned contractor can evacuate the stock of the river borne materials auctioned by the Office of the Municipal Executive, Kolhabi as per the provision of the contract agreement signed and the approved bidder under this tender process shall not place any claim or obstruct the evacuation of the auctioned materials.



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17. It shall be the duty and responsibility of the contractor to abide by the decisions and directives issued by the Government of Nepal, Courts or other competent authorities or by the Kolhabi Municipality. The contractor shall not place and claim or indemnity for the losses incurred due to it.
18. The contractor shall levy and collect taxes and charges at the production or collection centre as decided by the Office of the Municipal Executive, Kolhabi. No tax shall be collected by keeping barriers on the national highway or any other subsidiary highway. The contractor shall compulsorily keep clear notice boards regarding taxes on the collection centre.
19. As regards the river borne materials, the related decisions and directives issued by the provincial level monitoring committee, the district level monitoring committee or Kolhabi Municipality shall be valid and implemented.
20. The terms, conditions and the provisions of the approved IEE reports shall be implemented while extracting or collecting the river borne materials within the area of Kolhabi Municipality. The contractor shall bear the cost for any work regarding the minimization of negative environmental impact as per the IEE reports. No river borne materials shall be extracted during the period banned by the Government of Nepal.
21. A bid with terms and conditions shall not be accepted. Bids without the due process as prescribed by law shall be void.
22. The approved bidder shall keep the records of the extraction and sale of the approved quantity of the river borne materials and compulsorily provide the monthly detail to the Office of the Municipal Executive, Kolhabi.
23. The Employer reserves the right to accept or reject, wholly or partly any or all the Bids received without assigning any reason, whatsoever.
24. Matters not mentioned here will be applicable as per the provisions of the Public Procurement Act, 2063, Public Procurement Regulations, 2064 and according to the prevailing laws.

Contract No.	Project Name	Extracting Quantity (Cubic Ft.)	Minimum Bidding Amount (exclusive VAT)
KM/RBM/01/2080-81	Extraction & Sale of River bone Materials as per the approved IEE reports in Bakaiya River.	28,49,896.3 Cubic Ft	Rs 2,56,49,066.70 (Two Crore Fifty six Lakhs Forty Nine Thousands Sixty six Rupees and Seventy Paise)



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Bill of Quantities

Notes for Unit Rate Contracts :

Objectives

The objectives of the Bill of Quantities are

- (a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible

Content

The Bill of Quantities should be divided generally into the following sections

- (a) Preamble;
- (b) Work Items (grouped into parts);
- (c) Day works Schedule;
- (d) Provisional Sums; and
- (d) Summary.

Preamble

The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the works.

Work Items

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the works may be grouped as a separate section in the Bill of Quantities.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Day work Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis
- (b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.

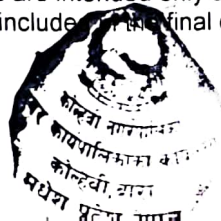
Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

Summary

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Day work, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Bidding documents. They should not be included in the final documents.



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1	2	3	4
Item	Description	Bid Amount (Exclusive VAT)	Remarks
1	Collection, Stocking and Sale of River borne Materials of Bakaiya Khola as per the approved IEE reports Minimum Bidding Amount(exclusive VAT) : Rs. 2,56,49,066.70 (Two Crore Fifty six Lakhs Forty Nine Thousands Sixty six Rupees and Seventy Paisa Extracting Quantity : 28,49,896.3 cubic ft.		
	Total Amounts		

Total Price..... (in Words)

Signature of Bidder

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

VAT/PAN No. :

Email ID:

Contact No. :



(Signature)
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Eligibility

Except Qualification Requirements mentioned as optional, which may be specified as per requirements, the Procuring Entity shall specify the following Qualification Requirements without any substantial deviation.

1.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

1.1.1 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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1.1.2 Government/DP Eligibility

Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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1.1.3 Government-Owned Entity

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI - 2
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1.1.4 UN Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet
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1.1.5 Nationality

Nationality in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI – 2 with attachments
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1.1.6 Other Eligibility

Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate (only for domestic bidders)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence/ evidence of time extension for the F/Y 079/080	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment


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Letter of Bid



Date:
Contract No.:
Invitation for Bid No.:

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;
- (b) We offer to buy in conformity with the Bidding Document and in accordance with the delivery schedule specified in the **Section V** (Schedule of Requirements), the following Goods and Related Services: *[insert a brief description of the goods and related services]*;
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, has nationalities from eligible countries in accordance with ITB 4.8 and meets the requirements of ITB 3.4 & 3.5;
- (e) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative Bids in accordance with ITB 14;
- (f) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (g) We are not a government owned entity/we are a government owned entity but meet the requirements of ITB 4.5;¹
- (h) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.
- (i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient

Address

Reason

Amount

(If none has been paid or is to be paid, indicate "none.")

Select one of the options

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- (j) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the purchaser.
- (k) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

5/10/2018
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