



**TRIVENI MUNICIPALITY**  
**OFFICE OF MUNICIPAL EXECUTIVE**  
TOLI, BAJURA

**REQUEST FOR TECHNICAL / FINANCIAL PROPOSAL (RFP)**  
**DOCUMENT**  
**FOR**

**PROCUREMENT / SHOPPING**  
**OF**  
**BACKHOE LOADER AND ROCK BREAKER**

Proposal Submitted By

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

February, 2021





त्रिवेणी नगरपालिका  
नगर कार्यपालिकाको कार्यालय  
तेली, बाबुरा  
सुदूरपश्चिम प्रदेश, नेपाल

**Technical Specification सहितको Request for financial proposal (RFP) पेश गर्न आह्वान गरिएको सार्वजनिक सूचना**

प्रथम पटक प्रकाशित मिति : २०७७/१०/२०

यस कार्यालयबाट BACKHOE LOADER र Breaker खरिदका लागि मिति २०७७/१०/२० गतेको हिमालय टाइम्समा प्रकाशित स्थापना/बोस पेश गर्न आह्वान गरिएको हुदा यो सूचना प्रथम पटक प्रकाशित भएको मितिले ७ दिनको दिउँसो १२ बजे भित्र यस कार्यालयबाट स्वीकृत भएको Technical Specification सहितको Request for financial proposal (RFP) यस कार्यालयबाट लिई वा यस कार्यालयको [www.trivenimunicipality.gov.np](http://www.trivenimunicipality.gov.np) माट Download गरी माग भएका आवश्यक कागजातहरु संलग्न गरि प्राविधिक तथा आर्थिक प्रस्ताव सहित खसवन्दी गरी खानमा विवरण प्रष्ट बुझाई यस कार्यालयमा दर्ता गरी सक्नु पर्नेछ । दर्ता भएका खसवन्दी प्रस्तावहरु कार्यालय प्रतिनिधि तथा प्रस्तावदाता वा निजहरुका प्रतिनिधिहरुको रोहबरमा दाखीला गर्ने अन्तिम दिनको अपरान्ह २.०० बजे खोल्ने छ । प्रस्तावदाता वा निजका प्रतिनिधिहरु उपस्थित नभएपनि प्रस्ताव खोल्ने कार्यमा बाधा पर्ने छैन । रीत नपुगेको वा किनो गरी प्राप्त हुन आएको प्रस्ताव उपर कुनै कारवाही हुने छैन । पेश गर्ने अन्तिम दिन बिचा परेमा त्यस पछि कार्यालय खुल्ने दिन पेश गर्न सकिनेछ ।

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## Procurement of BACKHOE LOADER AND ROCK BREAKER

### REQUEST FOR TECHNICAL & FINANCIAL PROPOSAL (RFP)

Contract Ref: TM/BAJURA/GOODS/01/2077-078

Date of Issue:

To

MS .....

.....

Dear Sir/Madam

The TRIVENI MUNICIPALITY OFFICE, TOLI, BAJURA requests you to submit price and technical proposal with relevant documents for the supply of the following items:

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

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

Address : \_\_\_\_\_

Phone Number : \_\_\_\_\_

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## **TERMS AND CONDITIONS FOR SUPPLY OF BACKHOE LOADER AND ROCK BREAKER**

**Purchaser:** TRIVENI Municipality Office, TOLI, BAJURA

**Package No.** TM/BAJURA/GOODS/01/2077-078

1. **Schedules for Supply:** Within 60 days from the date of agreement
2. **Fixed Price:** The prices indicated in the Form of Proposal are firm and fixed and not subject to any adjustment during contract performance.
3. **Delivery Schedule:** The delivery should be completed as per above schedule but not exceeding one month from the date of signing of contract.
4. **Insurance:** The Machine / Equipment should be insured 'up' to delivery place/final destination.
5. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
6. **Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the arbitration law or rules of the Purchaser's country.
7. **Delivery and Documents:** Upon delivery, the Supplier shall provide the following documents to the Purchaser:
  - (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
  - (ii) Manufacturer's or supplier's warranty certificate; and
  - (iii) Certificate of origin.

If goods are coming by courier, supplier shall also provide, prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.
8. **Payment:** Payment of the contract price shall be made in the following manner:

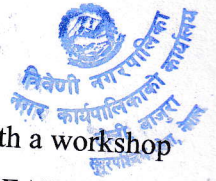
On Delivery and acceptance: One Hundred (100%) percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services

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9. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.
10. Packaging and marking Instructions: The Supplier shall provide standard packing of the goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the contract.
11. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:  
 Facility \_\_\_\_\_  
 Address \_\_\_\_\_
12. Force Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.  
  
 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.  
  
 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition 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 Force Majeure event.
13. Required Technical Specifications: (with attachments)
  - (i) General Description
  - (ii) Specific details and technical standards
  - (iv) Power of attorney signed and sealed
  - (v) Product Specifications and Brochures catalogue duly signed and stamped.
  - (vi) Manufacture Authorization letter .
14. Training to the Employ of Municipality Staff from 1 to 2 Person who handle vehicle
15. Spare parts and after sales service facilities:-  
 To support the after sales service and availability of spare parts, the bidder should propose a workshop that has capacity to provide service of BACKHOE LOADER AND ROCK BREAKER in near the delivery place.





- 15.1. Have its own well equipped workshop or have legal partnership with a workshop with capacity to provide service to BACKHOE LOADER AND ROCK BREAKER in near station. So the workshop should provide end user certificate / letter of recommendation that it has previously serviced a BACKHOE LOADER AND ROCK BREAKER (of their organization). The bidder should also present document evidence of the workshop area, capacity, manpower, and audit documents, relevant documents like registration, tax clearance and certification if any.
- 15.2. Authorization from the authorized service centers of the Vehicle manufacturer company it is proposing in the bid in Nepal. And audit documents, relevant documents like registration, tax clearance and certification if any.
16. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 7 day notice given by the Purchaser, without incurring any liability to the Supplier.
- Supplier confirms compliance with above specifications.

NAME OF SUPPLIER:

Authorized Signature:

Place:

Date :

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17 If Firm / Supplier, is associated with the firm that prepared the design and specifications of the contract that is subject of this procurement, they shall be disqualified.

18.: Supplier should mention any additional facilities If any.

19. Proposal in duplicate and written in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English/Nepali language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Nepal.

20. The deadline for receipt of proposal (s) by the Purchaser at TRIVENI MUNICIPALITY, TOLI, BAJURA is: 2077/11/08 12 NOON. The proposal shall be opened in public in the presence of office representative, Suppliers' representative who choose to attend on 2077/11/08 2 PM at the mentioned address. In the absence of Suppliers' representative office will not obstruct to open the proposal.

21. Firm / Supplier shall submit only one set of proposals for the above items. Proposal must be typed or written in indelible ink and shall be signed by authorized representative. Without a signature / Seal in the Form of Technical / Financial Proposal, proposal will not be considered.

22. Proposal(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

23. Proposal in the attach format should be signed, sealed in an envelope and addressed to the following address:

TRIVENI Municipality Office  
TOLI, BAJURA  
Ph. no. 09-

Name of Supplier:

Authorized Signature:

Place:

Date:

Executive Officer

TRIVENI MUNICIPALITY OFFICE  
TOLI, BAJURA

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## TECHNICAL SPECIFICATION

### BACKHOE LOADER AND ROCK BREAKER

#### A. Backhoe Loader :-

S.N o	DESCRIPTION	REQUIREMENT	OFFERED SPECIFICATION
1	Country of Origin		
2	Manufacturer / Model		
3	Make	2021	
4	General	Rigid frame back hoe loader with Steel cab, suitable for operation under rough working conditions, and adverse climatic condition at operating altitude of 2000 m and ambient temperature varying between -5°C to 50°C.	
5	Capacity	1. Loader: General purpose bucket with bolt on teeth rated capacity nominally heaped not less than <b>1 cu.m.</b> 2. Back hoe bucket with bolt on teeth of SAE rated capacity equal to or more than <b>0.30 cu.m</b> and following working ranges: <ul style="list-style-type: none"> <li>• Digging height: Not less than <b>5600 mm.</b></li> <li>• Digging depth: Not less than <b>4650 mm.</b></li> </ul>	
6	Engine	Turbo charged, Water Cooled / After cooled diesel Engine, developing SAE rated Gross <b>horsepower 90 HP to 98 HP</b> with Torque more than <b>400 N-m</b> (engine fully equipped with accessories) at governed RPM for efficient full load operation.	
7	Gauges	To include ammeter, water temperature, fuel, oil pressure, transmission and hydraulic gauges as necessary for efficient operation and maintenance.	
8	Transmission	Torque converter with four speed power shift type or synchroshuttle or reversing shuttle or Power Shuttle transmission.	
9	Tyres	Suitable tyres with tubes for operating machine in rough road conditions shall be provided.	
10	Steering	Power assisted or other	
11	Brakes	Hydraulically actuated or self actuating and adjusting or Wet Multiple Disks	
12	Cab	All steel enclosed cab with laminated glass windscreen, suitably located controls for back hoe and loader operation, rear view mirror, cabin light,	





		wiper and adjustable cushioned seat for operator shall be provided.	
13	<b>Hydraulics</b>	Suitable hydraulic pumps and system for smooth operation of all attachments smoothly.	
14	<b>Essential Accessories</b>	1. Road lights, work lights and fog lights 2. Cabin Lights 3. Service hour meter	
15	<b>Instructions</b>	All signs and instructions in the equipment shall be in English	
16	<b>Manuals</b>	1. One copy of the Operator's and Owner's Instructions and Maintenance manual in English shall be supplied with the each equipment. 2. Two copies of following manuals in English shall be supplied with each equipment : a. Spare parts catalogue b. Comprehensive workshop manual.	
17	<b>Tools</b>	A set of tools as required for general maintenance shall be supplied with in a lockable tool box for each unit	
18	<b>Color</b>	Standard colour	
19	<b>Warranty</b>	Manufacturer shall provide a minimum of One year warranty after acceptance.	

**B. Rock Breaker :-**

S.No	DESCRIPTION	REQUIREMENT	OFFERED SPECIFICATION
1	Tool Shank Diameter	68 mm	
2	Operating pressure	110 – 140 Bar	
3	Impact Rate	500 – 900 BPM	
4	Operating weight	275 kg	
5	Back Head Pressure	16 Bar	
6	Required Oil Flow	40 – 70 Ltr./Min.	
7	Carrier weight	4 – 7 Ton	

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## FORM OF PROPOSAL



To

Executive Officer  
TRIVENI Municipality Office  
TOLI, BAJURA  
Telephone: 09

We offer to execute the "Shopping of **BACKHOE LOADER AND ROCK BREAKER**",  
Contract Identification /Shopping TM/BAJURA/GOODS/01/2077-078in accordance with the  
Conditions of Contract accompanying this Proposal for the Contract Price of -----  
----- (amount in words and numbers) (-----  
----- (name of  
currency)\_\_\_\_\_. We propose to complete the delivery of Goods described in the  
Contract within the following Delivery Time from the Date of Signing of the Contract.

### Prices for Supply

Item No	Description of Item	Unit	Qty	Unit Price (NRs)		Total price (NRs)	
				Figures	In Words	Figures	In Words
01	BACKHOE LOADER AND ROCK BREAKER	No's	1				
	Sub-Total						
	Discount						
	VAT @13% (NRs)						
	Grand Total (NRs) in Figure						
	Grant Total In Words:						

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

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

Address : \_\_\_\_\_

Phone Number : \_\_\_\_\_

प्रशासकीय अधिकृत  
नगर कार्यपालिका





## FORM OF CONTRACT

THIS AGREEMENT number \_\_\_\_\_ made on \_\_\_\_\_, \_\_\_\_\_ 2020, between \_\_\_\_\_ (hereinafter called "the Purchaser") on the one part and \_\_\_\_\_ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested for proposal for \_\_\_\_\_ (description of goods) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called "Contract") and has accepted the Proposal by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) Form of Proposal; Terms and Conditions of Supply, Technical Specifications;
  - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Nepal (country of Purchaser) on the date indicated above.

**Signature and seal of the Purchaser:**

For and on behalf of

Executive Officer  
TRIVENI Municipality Office  
TOLI, BAJURA

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**Signature and seal of the Supplier:**

For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative