



Schweizerische Eidgenossenschaft  
Confédération suisse  
Confederazione Svizzera  
Confederaziun svizra

**Embassy of Switzerland**

# **SEALED QUOTATION DOCUMENTS**

**FOR**

# **THE SUPPLY OF GABION WIRES**

**EMBASSY OF SWITZERLAND, SWISS AGENCY FOR DEVELOPMENT AND  
COOPERATION (SDC), Nepal**  
**March, 2016**

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## Section I. Invitation for Sealed Quotation

Name of the Office: **THE EMBASSY OF SWITZERLAND, SWISS AGENCY FOR DEVELOPMENT AND COOPERATION (SDC), Nepal**

Address of the Office: Manbhawan, Lalitpur, Nepal

### Invitation for Sealed Quotation

1. The Swiss Agency for Development and Cooperation invites sealed quotations from the eligible Manufacturer/Supplier for the supply, delivery and stacking of following gabion wires:

S.No.	Description	Quantity (MT)
1	7 SWG Gabion Wire	30
2	10 SWG Gabion Wire	100

2. Interested eligible Manufacturers/Suppliers may download a complete set of bidding documents from [www.fdfa.admin.ch/nepal](http://www.fdfa.admin.ch/nepal).
3. Sealed quotations must be delivered to the above office on or before **22 April 2016** by 1700 hours.
4. SDC reserves the right to accept or reject any or all bids, partly or wholly, without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.
5. The bid shall be accompanied by a bank guarantee issued by a bank located in Nepal in the amount equivalent to not less than 2.5% of the bid amount. The bank guarantee shall be valid for a period of 45 days from the date of bid submission.

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## Section II. General 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 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 Goods" means materials which the Supplier is required to supply to the Purchaser under the contract;
  - d. "The Purchaser" means the Embassy of Switzerland, Swiss Agency for Development and Cooperation, (SDC), Nepal.
  - e. "The Supplier" means the organization supplying the goods under this contract.
  - f. "The Project Support Unit (PSU)" means SILT Consultants (P.) Ltd., Kathmandu, Nepal.
- 2. Technical Specification**
- 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 Nepal.
- 4. Performance Security**
- 4.1 Within seven (7) days of receipt of award from the Purchaser the successful Bidder shall furnish the performance security in the form of a bank guarantee issued by a bank located in Nepal.
- 4.2 Failure of the successful Supplier to comply with the requirement of Clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.
- 4.3 The amount of the performance security shall be five (5) percent of the Contract Price.
- 4.4 The validity of Performance Security shall be 120 days from the date of contract signing.
- 5. Inspection and Tests**
- 5.1 The Purchaser or its Representative or the PSU or the Users' Committee 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 premises shown in the Schedule of Requirements.

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|-------------------------------|--|
| <b>6. Delivery of Goods</b>   | 6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Technical Specifications and Schedule of Requirements.  |
| <b>7. Warranty</b>            | 7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.  |
| <b>8. Payment</b>             | 8.1 Payment of the goods supplied will be made in Nepali Rupees after the delivery and stacking and testing of goods to the satisfaction of the Purchaser and after verification and certification by its Consultant and the Users' Committee. |
| <b>9. Prices</b>              | 9.1 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.   |
| <b>10. Governing Language</b> | 10.1 The Governing Language shall be English.  |
| <b>11. Applicable Law</b>     | 11.1 The applicable law shall be Laws of Nepal.  |
| <b>12. Notices</b>            | 12.1 Purchaser's address for notice purposes: The Embassy of Switzerland, Swiss Agency for Development and Cooperation (SDC) Nepal, Manbhawan, Lalitpur, Nepal.<br><br>12.2 Supplier's address for notice purposes:<br>....., Nepal            |
| <b>13. Taxes and Duties</b>   | 13.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the Government of Nepal.  |

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## Section III. Form of Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between The Embassy of Switzerland, Swiss Agency for Development and Cooperation (SDC) Nepal (hereinafter called "the Purchaser") of the one part and [.....*name of Supplier*] of [.....*city*] (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for supply and stacking of gabion wires and has accepted a bid by the Supplier for the supply of those in the sum of *NRs*..... (Nepali Rupees.....) including VAT] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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. Bid 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 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 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

The Embassy of Switzerland,  
Swiss Agency for Development and  
Cooperation (SDC) Nepal

Name:

Name:

Designation:

Designation:

Signature:

Signature:

Seal:

Seal:

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## Section IV. Forms

### 1. Bid and Price Schedules

Date:

To: The Embassy of Switzerland  
Swiss Agency for Development and Cooperation (SDC) Nepal,  
*Ekantkuna, Nepal.*

Gentlemen and/or Ladies:

Having examined the bidding documents, we the undersigned, offer to supply and stack gabion wires in conformity with the said bidding documents for the sum of *NRs*.....  
(*Nepali Rupees* .....  
.....) 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 goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a Period of **30** days from the date fixed for Bid 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 Bid, 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 bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

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## Price Schedule for Goods

Name of Supplier \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6
Item No.	Description	Name of Manufacturer	Quantity (MT)	Unit price in NRs. Per metric tonne (MT)	Amount in NRs.
1	7 SWG Gabion Wire		30		
2	10 SWG Gabion Wire		100		
<b>Sub-Total</b>					
<b>VAT @ 13%</b>					
<b>Total</b>					

**Total Price in Words : Nepali Rupees .....**

Signature of Bidder \_\_\_\_\_

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



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## Section V. Schedule of Requirements

The delivery schedule expressed as weeks stipulated hereafter a delivery date which is the latest date of delivery at site (i.e. Bhandara Bazar, Bhandara VDC, Ward No.1, Chitwan or Chitwan District Development Committee, Bharatpur, Chitwan District, Nepal).

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|--|--|
| Lot 1: 50% of the required quantity            | – within two weeks from the date of signing the contract   |
| Lot 2: The remaining 50% of the required goods | – within four weeks from the date of signing the contract. |

## Section VI. Address for submitting sealed quotation

The complete sealed quotation is to be submitted marked “**PLEASE DO NOT OPEN: SEALED QUOTATION FOR SUPPLY OF GABION WIRES FOR RPWC II**” to the address indicated below.

Swiss Agency for Development Cooperation  
Embassy of Switzerland in Nepal  
Manbhawan, Lalitpur  
P.O. Box 113, Kathmandu, Nepal

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## Section VI. Technical Specifications

### (1) Introduction

The Government of Nepal and the Government of Switzerland have initiated River Protection Works and Livelihood Improvement in Chitwan (RPWC) - Phase II, with an objective to make people of eastern Chitwan more resilient to water induced disasters and enhance their livelihoods. In this context, SDC intends to provide gabion wires to the Users Committee which should be delivered and stacked at the premises identified by the Committee at Bhandara Bazar, Bhandara VDC Ward No.1 of Chitwan.

These specifications specify the requirements of the materials to be supplied and stacked.

### (2) Materials

Gabions shall consist of steel wire. The steel wire shall be mild steel wire complying with NS 169-2045. All wires to be supplied shall be galvanised with a heavy coating of zinc by an electrolytic or hot dip galvanising process. The weight of deposition of zinc shall be in accordance with NS 163-2045. Zinc coating shall be uniform and be able to withstand minimum number of dips and adhesion test specified as per NS 163-2045. Tolerance on diameter of wire shall be  $\pm 2.5$  percent. The tensile strength shall be between 300 to 550 N/mm<sup>2</sup>.

### (3) Test and Standard of Acceptance

The gabion wire shall be tested for mass, uniformity and adhesion of zinc coating and tensile strength of the wire itself. Failure of test results to comply with the specifications shall lead to the rejection of gabion wires. The test on the samples shall be taken as per Table 1: from each lot of the G.I. wires received at the site and shall be carried out in accordance with NS 169-2045 and NS 163-2045.

Table 1: Scale of Sampling and Testing

no. of coils in a lot	No. of coils randomly selected for sampling and testing
Up to 100	1
101-300	2
300-1000	3
1001 and above	4

Test results of each consignment shall be submitted to the Purchaser prior to the delivery of material at site. The purchaser's representative and/or its Consultant shall carry out tests on each consignment with frequency as shown in Table 1. The tests shall be carried by the Purchaser Representative and/or its Consultant at independent laboratories. All the costs associated with the tests shall be borne by the Supplier.

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#### **(4) Transportation and Stacking**

The material shall be transported to SimaTandi, Khairahani Municipality, Chitwan District, or Chitwan District Development Committee, Bharatpur, Chitwan District, Nepal at the premises specified by the PSU and stacking shall be done to the satisfaction of PSU.

#### **(4) Measurement**

Gabion wires shall be measured in metric tonnes as supplied stacked and accepted.

#### **(4) Payment**

The gabion wires measured as provided above shall be paid at the contract unit rate which shall be full and final compensation to the supplier. The rates shall include costs associated with the supply including transportation, stacking, testings and all other incidental costs required to supply and stack the gabions.