



Schweizerische Eidgenossenschaft
Confédération suisse
Confederazione Svizzera
Confederaziun svizra

Embassy of Switzerland

SEALED QUOTATION DOCUMENTS

FOR

THE SUPPLY OF MACHINE MADE

GABION WIRE BOXES

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

February 2017

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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: Manbawan, 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 machine made gabion boxes:

S.No.	Size of box	Quantity (Numbers)
1	3 m x 1 m x1 m	2,150
2	3 m x 1 m x .75 m	2,300
3	3 m x 1 m x .50 m	2,025
4	1.5 m x 1 m x1 m	1,350

2. Interested eligible Manufacturers/Suppliers may download a complete set of bidding documents from www.fdfa.admin.ch/nepal.
3. Sealed quotations must be delivered to the above office on or before **09 March 2017** 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.

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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| 6. Delivery of Goods | 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. |
| 7. Warranty | 7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract. |
| 8. Payment | 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. |
| 9. Prices | 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. |
| 10. Governing Language | 10.1 The Governing Language shall be English. |
| 11. Applicable Law | 11.1 The applicable law shall be Laws of Nepal. |
| 12. Notices | 12.1 Purchaser's address for notice purposes: The Embassy of Switzerland, Swiss Agency for Development and Cooperation (SDC) Nepal, Manbhawan, Lalitpur, Nepal.

12.2 Supplier's address for notice purposes:
....., Nepal |
| 13. Taxes and Duties | 13.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the Government of Nepal. |

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 machine made gabion boxes and has accepted a bid by the Supplier for the supply of those in the sum of NPR..... (*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:

Section IV. Forms

1. Bid and Price Schedules

Date:

To: The Embassy of Switzerland
Swiss Agency for Development and Cooperation (SDC) Nepal,
Manbhawan, 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 *NPR*.....
(*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 _____ 2017

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule for Goods

Name of Supplier _____ Page _____ of _____

1	2	3	4	5	6
Item No.	Size of box	Name of Manufacturer	Quantity (No)	Unit price in NPR Per Number	Amount in NPR
1	3 m x 1 m x1 m machine made gabion box		2150		
2	3 m x 1 m x .75 m machine made gabion box		2300		
3	3 m x 1 m x .50 m machine made gabion box		2025		
4	1.5 m x 1 m x 1 m machine made gabion box		1350		
				Sub-Total	
				VAT @ 13%	
				Total	

Total Price in Words: Nepali Rupees

Signature of Bidder _____

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

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. Simal Tandi Bazar, Khairahani Municipality, Ward No.9, Chitwan District, Nepal).

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| Lot 1 : 50% of the required quantity | – within one week from the date of signing the contract |
| Lot 2: The remaining 50% of the required goods | – within two 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 MACHINE MADE GABION WIRE BOXES 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

Section VII. Technical Specifications

GABION BOXES and MATRESSES

1. Material

Gabion boxes shall be fabricated with annealed steel wire. The steel wire shall be galvanised annealed mild steel wire complying with **NS 169-2045** with an average tensile strength of 300 - 550 N/mm². All wire used in the manufacture of the boxes or supplied in diaphragms, binding and connecting wire shall be galvanised with heavy coating of zinc by an electrolytic galvanizing process. Zinc coating to the annealed mild steel shall comply with **NS 163-2045**. Tolerance on diameter of wire shall be ± 2.5 percent.

The weight of deposition of zinc shall be in accordance with NS 163-2045. The requirement of the gabion wire is given in the table below:

Nominal Diameter (mm)	Equivalent SWG	Min. zinc coating (gm/m ²)
4.47	7	290
3.25	12	270
2.64	10	260
Tensile strength (N/mm ²)		300 to 550

Zinc coating shall be uniform and be able to withstand minimum number of dips and adhesion test specified as per NS 163-2045.

2. Fabrication

The wire shall be woven into a hexagonal mesh with a minimum of double twists in case of machine made gabion boxes. Gabion crates shall be assembled by binding the edges together at the selvedge with binding wire of the thickness shown in *table 1*. The binding shall be in the form of continuous lacing so that the interval between laces is approximately 50mm. Diaphragms shall be manufactured of the same materials as the parent gabion and shall have selvedge wire throughout their perimeter. All the gabions or mattresses of length equal or more than 2m should contain diaphragms spaced at a distance not more than 1m. All crates shall be supplied with binding and connecting wire of the gauges shown in *table 1* in quantities not less than **0.9 kg per 10 m²** of gabion crate supplied to bind all diaphragms and closing edges.

Mesh size opening for 10 x 12 mesh type gabion crates shall be 100mm wherein 10% tolerance shall be allowed. The number of opening shall comply with the multiplying factor of 100mm with the length or width of the gabion crate or diaphragm.

Table 1

Gabion Mesh size	Thickness of mesh wire		Thickness of binding and connection wire		Thickness of selvedge wire	
	SWG	mm	SWG	mm	SWG	mm
100 x 120	10	3.25	12	2.64	7	4.47

Note: Thickness of gabion wires mentioned in the above table are standard desired sizes. Gabion box fabricators supplying gabion boxes other than as mentioned above are required to specify the size of wires used in their fabrication in a separate table provided under Section IV 'Price Schedule'.

3. Testing & Inspection

3.1 Wire prior to fabrication

After delivery of the gabion wire to factory and, prior to the commencement of the fabrication of the gabion boxes test certificate supplied along with samples of the gabion wire should be retained by the fabricator and made available to the representatives of SDC during inspection at the factory. The fabricator/bidder shall also carry out necessary tests on its own to confirm on the quality and evidence of the test. Test certificates received by the fabricator/bidder and test reports for tests carried out by the fabricator/bidder shall, if requested, be submitted to the SDC prior to submission of invoices (interim or final). The submission of the test certificate shall not relieve the supplier of their obligation for the supply of gabion boxes to the required quality.

3.2 Gabion box

Inspections shall be carried out during the period of fabrication to check the workmanship and the quality of the gabion boxes as stated under Clause No. 2 above.

With respect to the quality of the wires used for fabrication, joint testing of the gabion boxes after fabrication shall be the final confirmatory tests to satisfy SDC and its client. Laboratory tests to confirm on quality shall be carried out from dismantled gabion boxes. The frequency of the testing and the nature of the sample shall be in compliance to the **NS 169-2045** and **NS 163-2045**. Allowance of loss of zinc coating resulting from fabrication of the boxes shall be duly considered for tests carried out from dismantled gabion boxes. The test certificate shall include all relevant test information as specified in the Nepal Standards. **SDC reserves the right to carry out laboratory tests from random sampling of the supplied wire or during fabrication at his own costs.** The fabricator shall remove from his yard all material from the batch that fails from joint testing. The supplier shall bear all costs incurred for all tests carried out jointly.

The test certificate from wire manufacturer, tests carried out by the fabricator as mentioned under Clause 3.1 to confirm on quality of wires used and tests carried out jointly by the fabricator and reports of joint testing as mentioned under Clause 3.2 will need to be provided to PSU and approved from designated PSU representatives prior to submission of invoices for payment.

4. Transportation and Stacking

The material shall be transported to Simal Tandi, Khairahani Municipality, Chitwan District, Nepal at the premises specified by the PSU and stacking shall be done to the satisfaction of PSU.

5. Measurement

Gabion wire boxes shall be measured in numbers as supplied stacked and accepted.

6. Payment

The gabion boxes 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 gabion boxes.