

**NEPAL AIRLINES CORPORATION  
ENGINEERING MAINTENANCE DEPARTMENT  
TRIBHUVAN INTERNATIONAL AIRPORT  
KATHMANDU, NEPAL**

**SEALED QUOTATION DOCUMENT  
For  
CUSTOM CLEARANCE AGENT IN KATHMANDU**

REF: EMD/ 250 /2078-79

Submitted by:

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(This document contains Eleven pages including cover page)

**Sealed Quotation Document for the Custom Clearance Agent**

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## **1.0 Sealed Quotation Notice**

**NEPAL AIRLINES CORPORATION  
ENGINEERING MAINTENANCE DEPARTMENT  
TRIBHUVAN INTERNATIONAL AIRPORT  
KATHMANDU, NEPAL  
SEALED QUOTATION NOTICE**

**FIRST DATE OF PUBLICATION 18-November-2021**

- 1.1 Nepal Airlines Corporation ( NAC ) intends to have agreement with Custom Clearance Agent for arrangement of shipment of aircraft and other parts from foreign country to Nepal. As such, Sealed Quotation is invited for Custom Clearance Agent.
- 1.2 The Quotation Document may be obtained from NAC, Engineering Maintenance Department on any working day during office hours within 7 (Seven) days effective from the first date of publication of this notice in a daily newspaper of national circulation and **can be downloaded** from Notice/Announcement page of NAC Website: [www.nepalairlines.com.np](http://www.nepalairlines.com.np).
- 1.3 Fully completed Sealed Quotation document must reach to the address mentioned below not later than 16:00 hours local time **within 7 (Seven) days from first date of publication of this notice** in a daily newspaper of national circulation and **NAC website mentioned above**. Sealed Quotation or modifications in the Quotation received after the due date and time will not be accepted. **Quotation through electric means of communications: fax, e-mail, etc. will not be accepted.**
- 1.4 Sealed Quotation will be opened in Engineering Maintenance Department, NAC, Tribhuvan International Airport, Kathmandu at 14:00 hrs local time on the next day of the closing date for submission of the Quotation in presence of the bidder or his nominee/ representative or even in his absence.
- 1.5 In case, the last date of submission and opening of Sealed Quotation as prescribed above fall on a holiday, the same will automatically take place on the successive office working day/s at the same hours.
- 1.6 The Quotation document should be filled in and completed properly as mentioned in 2.0 of this document and should be enclosed in a wax-sealed envelope clearly marked in capital letters as follows:  
FOR SUBMISSION IN NEPAL AIRLINES  
QUOTATION FOR CUSTOM CLEARANCE AGENT
- 1.7 The bidder must enclose the copy of registration certificate inside the same envelope together with the quotation document. Failure to do so shall render the quotation disqualified.
- 1.8 **Quotation shall be accompanied by a Bid Bond towards earnest money in the form of bank guarantee issued by any reputed Nepalese commercial bank for an amount NRs 62,500.00 (Sixty-two Thousand and five Hundred Only). The Bid Bond should be valid for 120 days from the closing date for submission of the quotation. The Bid Bond should be kept inside the same envelope together with the quotation document.**
- 1.9 NAC reserves absolute right to accept or reject any or all Quotation in full or part thereof without assigning any reason whatsoever.

1.10 The Sealed Quotation should be submitted to:

Nepal Airlines Corporation  
Engineering Maintenance Department  
Tribhuvan International Airport  
Kathmandu, NEPAL  
Tel: +977 1 4470 919  
Fax: +977 1 4470768  
E-mail: [dir.emd@nac.com.np](mailto:dir.emd@nac.com.np),  
[dydir.essd@nac.com.np](mailto:dydir.essd@nac.com.np)  
Website: <http://www.nepalairlines.com.np>  
(Notice/Announcement page)

## **2.0 Instructions to Bidder**

### **2.1 General**

It is important that bidders should, in their own interest, carefully study and closely follow the instructions mentioned below in conjunction with the sealed quotation notice published and also attached to this document.

### **2.2 Sealed Quotation Document**

The sealed quotation document consists of the following:

- a. Sealed Quotation Notice
- b. Instructions to the Bidder
- c. General Conditions
- d. Price per Pragyapan Paper
- e. Evaluation of Quotation

### **2.3 Delivery of the Sealed Quotation**

Quotation should be prepared and submitted in adherence to the format as prescribed in this document downloadable from the given NAC website. All required documents should be placed in a sealed envelope marked in capital letters on the top as follows:

FOR SUBMISSION IN NEPAL AIRLINES QUOTATION  
FOR CUSTOM CLEARANCE AGENT.

The envelope should be sealed and addressed to The Director, Engineering Maintenance Department, Nepal Airlines Corporation, Tribhuvan International Airport, Kathmandu, Nepal. The sealed envelope should reach not later than the date and time prescribed in the Sealed Quotation Notice published in the NAC website. Sealed Quotation or modifications in the Quotation received after the stipulated date and time for submission will not be considered, whatever the cause may be.

### **2.4 Preparation/completeness of Price / Rate / Offer in the Sealed Quotation Form**

- 2.5 - The bidder must fill in properly his prices/rates/offers in the quotation form IN ALL ITEMS in accordance with the formats prescribed in 4.2 here to. These prices/rates/offers quoted will be the sole basis for evaluation of the quotation & hence should be filled in **MANDATORILY**. Any item/s left blank may lead to rejection of the quotation at the discretion of NAC.
  - 2.6 - The prices/rates/offers quoted in the quotation document's format should be firm for all items. Currency of prices and rates should be in **Nepali Currency**.
  - 2.7 - The bidder should sign and put his company stamp/seal on each pages of quotation form duly completed. Any amendment/ erasure/alteration or change should be initialed by the person signing the quotation form.
- The bidder should provide substantial supporting documents as per 4.1.2.

### **2.8 Interpretation of Sealed Quotation Document**

Inquiries regarding clarifications / interpretation in connection with this Quotation should be addressed to:

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**The Director, Engineering Maintenance Department**  
**Nepal Airlines Corporation, Tribhuvan International Airport,**  
**Kathmandu, Nepal**  
**Tel: + 977 1 4470 919**  
**Fax: + 977 1 4470 768**  
**E-mail: [dir.emd@nac.com.np](mailto:dir.emd@nac.com.np); [dydir.essd@nac.com.np](mailto:dydir.essd@nac.com.np)**

Such enquiries and official replies may also be circulated to other bidders by NAC if deemed appropriate.

Requests as above must be sent to reach NAC Engineering Maintenance Department at least 7 (seven) days prior to the date fixed for submission of the Quotation. NAC will not be responsible for any oral instructions, explanations and interpretations made by other than the Director of Engineering Maintenance Department.

2.9 Correspondence

All correspondence in connection with the Quotation and subsequent contract shall be in Nepali/English Language. The bidder should clearly mention his contact details (designated contact person, postal address, email address with phone no. and fax no.) to whom any correspondence made shall be regarded as authentic.

2.10 Validity of Quote

The bidder should quote firm prices, offers and/or rates that remain valid for entire scheme of contract from the date of entering into the subsequent contract.

2.11 Deviation

The bidder must quote in accordance with the contents of the Quotation Document's format therein. If the bidder requires to cite any deviation to any of the items asked in the Document's Format, it must be specifically mentioned in the Quotation Form. Such deviation/s will not be binding on the part of NAC if they conflict in any way with requirement of the contract unless they are incorporated in the final agreement/contract.

2.12 Procedure of Evaluation of the Quotation

The Quotation will be evaluated in line with the Evaluation procedure outlined in 5.0.

2.13 Right to Accept or Reject the Quotation

NAC reserves absolute right to accept or reject any or all quotations or part thereof, should it be deemed in the interest of NAC. The lowest price or any quotation may not necessarily be accepted. Without derogating from the generality of the above, NAC may reject any quotation if:

- The Quotation form is incomplete or all items of the Form format are not filled in,
- The Quotation document is not duly signed by the bidder or his authorized person or the Quotation document is not properly wax sealed
- The sealed Quotation document is not submitted within stipulated date and time,
- The prices/rates/offers are not firmly quoted as per the contents of this document.
- There are any conditions mentioned in the Quotation which the bidder considers essential but contradicts the Quotation document prescribed by NAC,

### **3.0 General Conditions of Contract to be awarded**

#### **3.1 Construction of Contract and Contract Document**

This Quotation document will be basis of the final contract document. The price per Custom Pragyapan Patra quotes, as accepted, shall be binding between the contractor and NAC. The contents of this document shall be an integral part of the contract. The contract, in all respects, shall be interpreted in accordance with the facts mentioned in this document.

#### **3.2 Alterations, Additions, Reductions and Extra Package**

NAC reserves the right to make any alterations, additions and reductions in the service or any part thereof, either before or after its commencement. The contractor, if instructed in writing by NAC, shall furnish such parts which are not included in the contract, but which nevertheless, form an inseparable part of the services. In case of urgency, NAC may issue verbal instruction/Work Order (WO) which obviously will be regularized.

#### **3.3 Bid Bond**

Quotation shall be accompanied by a Bid Bond towards earnest money in the form of bank guarantee issued by any reputed Nepalese commercial bank for an amount NRs 175,000.00(One Lakh Seventy-Five thousands only). The Bid Bond should be valid for 120 (one hundred twenty) days from the closing date for submission of the quotation. The Bid Bond letter/ document should be kept inside the envelope (please refer to 1.8 above).

Bid Bond of all parties excluding the successful bidder/s, will be released as soon as the contract with the successful bidder/s is made. Any bank charges incurred in furnishing the quotation Bid Bond shall be borne by the bidder.

#### **3.4 Terms of Payment**

The payment of each shipment will be made after the Custom clearance through Nepalese Commercial bank.

#### **3.5 Validity of Contract**

The contract shall come into force from the date of signing of the contract and remain valid for two years period and can be extended for further one year by mutual consent.

#### **3.6 Force Majeure**

War, earthquake and natural disaster only fall under this category. In case of Force Majeure, the contractor is entitled to have an extension of the time for services rendered. The contractor's right to an extension of the time of shipment under "Force Majeure" is only applicable if the contractor informs NAC within 7 (seven) days of occurrence of the case and proves that:

- a) the case of Force Majeure has actually caused a delay of a definite time,
- b) the delay incurred is not due to his own acts of error and omission.

#### **3.7 Jurisdictions and Settlement of Disputes**

Should any dispute or difference of any kind whatsoever arise between NAC and the Contractor in connection with or arising out of the Contract (whatever before, during or after completion of services under this contract, whether before or after termination, abandonment or breach of the contract) shall be referred to and settled by arbitration in accordance with Law of Nepal.

#### **3.8 Contract Default and Compensation**

a) If the contractor neglects to perform the contract with due diligence and expedition, or refuses or neglects to comply with any reasonable order given to him in writing by NAC in connection with the performance of the contract or contravenes the provisions of the

contract, it shall be lawful for NAC to terminate the contract 15 (fifteen) days' notice in writing to the contractor without prejudice to any rights which may have occurred there under to either party prior to such termination.

b) The successful bidder shall express his intentions to come into agreement within 7 (seven) days from the date of award notification. Failure to do so, the Bid Bond shall be forfeited.

3.9 Termination

Either party may terminate the Contract, in whole or in part, upon 60 (sixty) days' prior notice to each other. Upon receipt of notice of termination, the contractor shall:

- a. Take immediate steps to bring the work and services if undertaken, to close in a prompt and orderly manner,
- b. Not undertake any onward commitment from the date of receipt of notice of termination.

In the event that such termination is caused by the contractor's negligence or fault, no payment shall be made by NAC to the Contractor. However, the cost of work and services performed satisfactorily in course of prompt and orderly termination of the work as asked by NAC to complete, shall be paid.

3.10 Provision for Negotiation

The contractor must co-operate NAC for negotiation to a reasonable limit in the obvious matters, which are not covered under the Sealed Quotation document but are deemed necessary to incorporate in the final Contract / Agreement document.

3.11 Performance Bond

After acceptance of the Quotation, the successful contractor should provide NAC a Performance Bond issued by a Nepalese commercial bank on the same day or prior to entering into the agreement/contract. Amount of the Performance Bond should be equivalent to 5% (five percent) of the total contractual amount.

The Performance Bond should remain valid for twenty four (24) months from the date of signing of the contract. Any charges incurred in furnishing the Performance Bond shall be borne by the contractor. The Performance Bond of the contractor will be released soon after validity period unless and until the disputes/pending issues, if any, are left unresolved.



#### **4.0 Sealed Quotation Form and Price per Pragyan Paper**

##### **4.1 Letter of application**

[Letterhead of the Applicant including full postal address, telephone, facsimile and electronic mail]

Date: (A.D)  
(B.S)

Nepal Airlines Corporation  
Engineering Maintenance Department  
Tribhuvan International Airport, Kathmandu  
Nepal.

Dear Sir/Madam,

Re: To participate in the Sealed Quotation process for Custom Clearance Agent in Kathmandu.

1. Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the terms and conditions for quotation requirements and information provided, the undersigned hereby applies for bidding process to participate in the quotation to appoint as Custom Clearance agent to Nepal Airlines Corporation(NAC) in Kathmandu.
2. Attached to this letter are the attested copies of following certificates from the competent authority of the company.
  - A. Valid Company/Firm Registration Certificate of Nepal
  - B. Certificate of VAT/PAN Registration
  - C. Tax clearance certificate or Tax payment statement of Fiscal Year 77-78.
3. NAC or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the data, statements, documents and information submitted in connection with this application/proposal, and to seek clarification from our other Agencies and Clients regarding any financial, professional and technical aspects. This Letter of Application will also serve as authorization to NAC, or its authorized representatives to ask the applicant any supporting information and documents deemed necessary or verify statements and information provided with this application, such as the resources, experience, service capabilities and competence of the Applicant. The Applicant will furnish all the information and documents as demanded.

4. NAC or its authorized representatives may contact the following persons for further information:

Authorized Signatory	Alternate Contact Official
Full Name:	Full Name:
Complete Mailing Address:	Complete Mailing Address:
Telephone No:	Telephone No:
Mobile No:	Mobile No:
Fax:	Fax:
E-mail:	E-mail:

5. The undersigned hereby also declares that the statements made and the information/documents provided by us for this bidding process are unconditional, without prejudice, complete, true and correct in every detail and accept that any misinterpretation on the submitted data, statements, information and documents contained in it may lead to our disqualification.

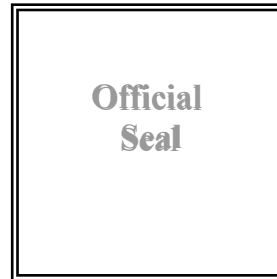
Yours faithfully,

(Signature of Authorized Signatory)

Full Name:

Designation:

Date:



#### 4.2 Quotation

(TO BE FILLED IN BY THE BIDDER)

Quoted Price Per Pragyan Patra (in Fig.)	Quoted Price Per Pragyan Patra (in words)	Currency	Remarks

## **5.0 Evaluation of Quotation**

- 1) The sealed quotations enclosed with certificates as sealed quotation document will be evaluated as per below. Failure to submit the certificates shall render the quotation disqualified.
- 2) The minimum price of custom clearance fee will be calculated for each bidder as per quoted price.
- 3) The bidder having the least price will be awarded the contract as custom clearance agent in Kathmandu for custom clearance of aircraft and other parts.

-End-