BIDDING DOCUMENT
FOR
THE PROCUREMENT
OF

SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF AMBULANCE

Laljhadi Rural Municipality
Office Of Rural Municipality Executive
Shankarpur, Kanchanpur
Sudurpashchim Province, Nepal

THROUGH CATALOGUE SHOPPING METHOD

Contract No: LAL-19-2077/078

LALJHADI RURAL MUNICIPALITY
OFFICE OF RURAL MUNICIPALITY EXECUTIVE
SHANKARPUR, KANCHANPUR
SUDURPACHIM PROVIENCE

Issued on: 21st March, 2021

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Office of Executive
Gaijhadi Rural Municipality
Shankarpur, Kanchanpur
Sudurpashchim Province, Nepal

LALJHADI RURAL MUNICIPALITY
OFFICE OF THE RURAL MUNICIPAL EXECUTIVE
Shankharpur, Kanchanpur, Sudurpaschim Province Nepal

INVITATION FOR THE PROCUREMENT THROUGH CATALOGUE SHOPPING

Date of publication: March 21, 2021

1. Laljhadi Rural Municipality Office of The Rural Municipal Executive, Shankharpur, Kanchanpur, (LRM) invites Sealed Proposal as per Procurement Act,2063 clause 8, sub clause 1(Ka)-8, from eligible Producers/Authorized Distributors for Procurement of LAL-19-2077/078 Supply, Delivery, Testing and Commissioning of Ambulance through Catalogue Shopping Method as per approved technical Specifications.
2. A complete set of Procurement Documents may be purchased from the Office of Rural Municipal Executive, Shankharpur, Kanchanpur by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of Rs. 1,000.00 till March 28, 2021 during office hours.
3. Interested Authorized Distributors may submit their proposal along with Company registration, VAT/PAN Registration/Tax clearance Certificate of 2076/077 along with Authorized specification/ Rate with detail catalogue and Authorization Certificate to the office LRM on or before 12:00:00 on March 29, 2021. Proposal received after this deadline will be rejected. Proposals shall be Opened at LRM on March 29, 2021 at 14:00 Hrs.
4. Further details may be obtained from the LRM office or from www.laljhadimun.gov.np or via laljhadirmnc@gmail.com

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Section I. Invitation for the Procurement through Catalogue Shopping Method

1. Laljhadi Rural Municipality, Office of The Rural Municipal Executive, Shankharpur, Kanchanpur, (LRM) invites Proposals for the Supply, Delivery, Testing and Commissioning of Ambulance as detailed in attached Specifications and the Schedule of Requirements provided herein.
2. The Proposals submitted by the Bidder shall comprise the following:
   a) Quotation and Price Schedules
   b) Schedule of Requirements
   c) Technical Specifications
   d) Catalogue
3. Proposals must be submitted to LRM on or before 12:00:00 on March 29, 2021.
4. Proposals shall be Opened at LRM on March 29, 2021 at 14:00 Hrs.
5. The Bidder shall indicate on the Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract. All duties, taxes and other levies payable by the Producers/Authorized Distributors under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
6. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
7. Submitted Proposals must remain valid for a period of 15 days after the deadline for submission date.
8. The Bidder shall furnish, as part of its bid, documents establishing the Supplier's/ Bidder's eligibility to bid and qualification to perform the contract if the bid is accepted. Documents to establish such eligibility shall be but not limited to the following:

a) Up to date Firm/Company Registration Certificate
b) VAT and PAN Registration Certificates
c) Tax Clearance Certificate of FY2076/077
d) Manufacturer's Authorization Certificate
e) Other documents as needed

9. Producers/Authorized Distributor not submitted request letter to register in standing list of LRM, must submit request letter to register in standing list along with the proposal.
10. The goods supplied under this contract shall confirm to the Schedule of Requirements and the standards mentioned in the Technical Specification.
11. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day.
12. The Purchaser reserves the right to accept or reject the Proposal without assigning any reason, whatsoever.

Yours sincerely,
Name of the Purchaser: Laljhadi Rural Municipality, Office of The Rural Municipal Executive
Address of the Purchaser: Shankharpur, Kanchanpur

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Section II.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 Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;

d) "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.

e) "The Purchaser" means the procuring entity purchasing the goods;

f) "The Supplier" means the organization supplying the goods and services under this contract.

2. Technical Specification

2.1. The goods supplied under this contract shall confirm to the standards mentioned in the TechnicalSpecification.

3. **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 the Purchaser's country.

4. Inspection and Tests

4.1 The Purchaser or its Representative 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 Purchaser's premises.

5. Packing

5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.

5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

5.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

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 Schedule of Requirements.

7.Warranty

7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply

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with the specification laid down in the contract.

7.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.

7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

7.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.

8. Payment

8.1 Payment of the goods supplied shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.

8.2 Payment shall be made within fifteen (30) days of receipt of the goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser.

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 Proposals.

10. Insurance

The Purchaser will be responsible for taking out any appropriate insurance coverage.

11. Governing Language

11.1 The Governing Language shall be: Nepali or English

12. Applicable Law

12.1 The applicable law shall be Laws of Nepal.

13. Notices

13.1 Purchaser's address for notice purposes:.....

13.2 Supplier's address for notice purposes: .....

14. Taxes and Duties

14.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the GoN.

15. Operation, Maintenance and Spare-parts Manuals

15.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).

16. Conduct of Suppliers

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16.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.

16.2 The Supplier shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

a. gives or propose improper inducement directly or indirectly,
b. distortion or misrepresentation of facts
c. engaging or being involved in corrupt or fraudulent practice
d. interference in participation of other prospective bidders.
e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.
g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

17.Blacklisting Supplier

17.1 The GoN, Public Procurement and Monitoring Office (PPMO) & LRM may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier:

a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,
b. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.

17.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.

18. Dispute Resolution

18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

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Section III.Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery to the final destination where the Goods is required to be delivered.

Number	Description	Quantity	Place of Delivery	Delivery schedule days/weeks/months from _
1	Ambulance	1	LRM, Office	Within 15 days from the date of agreement

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Section IV.Technical Specifications

S.N.	Criteria	Required Specification	Offered Specification	Remarks
1.	General	Jeep Type Ambulance, 4WD, Right Hand Drive model suitable for driving in Nepal. Gross vehicle weight of the vehicle shall not be less than 2400 kgs and shall have seating capacity for at least driver, passenger and patient.	Make: Model: Country of Origin:	
2.	Engine	Diesel Engine, developing maximum rated power output not less than 60 BHP & maximum torque not less than 190 NM at governed RPM, Engine Displacement not less than 2000 CC, Engine fully equipped with accessories for efficient full load operation of the vehicle at operating conditions.	Make: Model:	
3.	Emission Standard	The Emission standard of the vehicle should comply with the latest "Vehicle Mass Emission Standard" of Nepal which is to be certified by Department of Transport Management Nepal.		
4.	Gauges	To include water temperature, fuel, oil pressure, transmission gauge etc. as necessary for efficient operation and maintenance.		
5.	Clutch	Single Dry Plate		
6.	Transmission	Manual shift at 5 forward and one reverse, floor mounted engaged through control at driver seat.		
7.	Ground Clearance	Minimum 180 mm		
8.	Suspension	Leaf Springs/ coil springs/ torsion bar/ shock absorbers at front and rear.		
9.	Tyres	Standard Size		
10.	Steering	Power Steering		
11.	Brakes	Front Ventilated Disc type, rear disc/ drum type, hydraulic operated on all wheels, and parking brake dual circuit preferred.		
12.	Cab	2 side doors and 1 back door, all metallic cab with insulated roof, laminated glass windscreen, front washer and wipers, glass windows on doors, through ventilation, comfortable and adjustable seats for		

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Lalmadi Rural Municipality
Office Of Rural Municipality Executive
Shankarpur, Kanchanpur
Sudurpashchim Province, Nepal

S.N.	Criteria	Required Specification	Offered Specification	Remarks
		driver and co-passenger. Sun visor, rear view mirror and two side view mirrors.		
13.	Chassis & Frame	Heavy duty metal frame		
14.	Essential Accessories	A. Head light, tail and rear light, reversing light and turn signals. B. Cabin Lights C. Speedometer/ Odometer. D. One Spare wheel with tyre and tube. E. Suitable jack and handle. F. Seat belt for driver and co-driver. G. Stretcher H. Siren I. Flashing Light on top (As per Nepal Standard) J. Oxygen Cylinder holder K. Saline Bottle holder L. Anti- Skid floor Equipped with all accessories offered in the standard model but not limited to the above items. **Equipped with all accessories offered in standard model but not limited to the above items.**		
15.	Instructions	All signs and instructions in the vehicle shall be in English.		
16.	Manuals	One Copy of the Operator's and Owner's instructions and maintenance manual in English shall be supplied with the vehicle.		
17.	Tools	A set of tools as required for general maintenance shall be supplied.		
18.	Colour	Standard Color/White		
19.	Proven Performance	The vehicle with equipment offered shall be under standard production by the manufacturer for at least five years.		
20.	Warranty	Manufacturer shall provide a minimum of One year or 20000 kms which ever earlier after acceptance.		
21.	Initial Service	The supplier shall provide with the equipment all the necessary filters,		

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S.N.	Criteria	Required Specification	Offered Specification	Remarks
		lubricants and spare parts required for the first two services, after the equipment has been commissioned and accepted.		
22.	Delivery	The 1 Unit Ambulance shall be delivered to: Laljhadi Rural Municipality, Kanchanpur		

Laljhadi Rural Municipality
Office Of Rural Municipality Executive
Sudurpashchim Province, Nepal

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Section V. Sample Forms

1. PROPOSALS

The Bidder must accomplish the Proposal in its authorized stamped letterhead clearly showing the Bidder's complete name and address.

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

Having examined the Catalogue Shopping Documents(CSD), we the undersigned, offer to supply and deliver ***[description of goods and services]*** in conformity with the said CSD documents for the sum of ***[total amount in words and figures]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposals.

We undertake, if our Proposals is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Proposals for a Period of *15* days from the last date fixed for submission of the Proposals.

Until a formal Contract is prepared and executed, this Proposals, 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 Proposals you may receive.

Dated this_____day of_____20_ .

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Proposals for and on behalf of _____

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2. Price Schedule

The Bidder must accomplish the Proposal in its authorized stamped letterhead clearly showing the Bidder's complete name and address.

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

Name of Supplier:

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit price (Site	Total price per item (cols. 4	Remarks
1	Ambulance	Set	1			
			Total Amount			
Add 13% Value Added Tax						
Total Including VAT						

Total Price .... (in words)

Signature of Bidder _____

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

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3. Form of Agreement

THIS AGREEMENT made the day of____20 between *[name of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part.

WHEREAS the Purchaser invited Priced Quotation for certain goods and ancillary services, viz., ***[brief description of goods and services]*** and has accepted a Proposals by the Supplier for the supply of those goods and services in the sum of ***[contract price in words and figures]*** (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. Proposals 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 and services and to remedy defects therein 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 and services and the remedying of defects therein, 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
Name:	Name:
Designation:	Designation:
Sign:	Sign:
Seal:	Seal:
Witness	
Name:	Name:
Designation:	Designation:
Sign:	Sign:
Seal:	Seal:

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