

# **BIDDING DOCUMENTS FOR THE PROCUREMENT OF VAN THROUGH CATALOGUE SHOPPING METHOD**

**Contract no. HLMC/G/CS-01/2081-82**

**Health Logistic Management Center**  
**Hetauda, Nepal**

**Issued on: 2082/03/04**

**Issued to: Producers/ Authorized Distributors**



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# Health Logistic Management Center

Hetauda, Nepal

## Procurement of VAN through Catalogue Shopping Method

Contract Identification No: HLMC/G/CS-01/2081-82

Date of publication: 2082/03/04

1. Health Logistic Management Center, Hetauda Invites Sealed Proposal as per Procurement Act, 2063 clause 8, sub clause 1(Ka)-8, from eligible Producers/Authorized Distributors as per details given below.

S.N.	Particulars	Qty.	General Specification
1	General	1	Right-hand drive, suitable for mixed terrains (urban, hilly, and rough roads) in Nepal and ambient temperature -5 to 50 degree centigrade. Gross vehicle weight not less than 1885 kg with seating capacity up to 14 persons.

2. Interested Authorized Distributors may submit their proposal along with Company registration, VAT/PAN Registration/Tax clearance Certificate of 2080/81 along with Authorized specification/Rate with detail catalogue and Authorization Certificate.
3. Further details may be obtained from the Health Logistic Management Center or from <http://hlmc.bagamati.gov.np/>
4. The Purchaser reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.



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## **Section I. Invitation for the Procurement through Catalogue Shopping Method**

- 1) The Office of Health Logistic Management Center Hetauda, Nepal invites Proposals for the Procurement of VAN 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 the office of Health Logistic Management Center, Hetauda, Nepal on or before **208203/11** at or before **12:00 Hrs**
- 4) Proposals shall be opened at the office of Health Logistic Management Center, Hetauda, Nepal by **208203/11** at **13:00 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 FY 2080/81
  - d) Manufacturer's Authorization Certificate
  - e) Other documents as needed
- 9) Distributor not submitted request letter to register in standing list of Health Logistic Management Center Hetauda, Nepal 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.

## Section II. Conditions of Contract

Components	A. General
1. Scope of Bids	<p>In this contract, the following terms shall be interpreted as indicated:</p> <p>"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.</p> <p>"The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation.</p> <p>"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.</p> <p>"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.</p> <p>"The Purchaser" means the procuring entity purchasing the goods;</p> <p>"The Supplier" means the organization supplying the goods and services under this contract.</p>
Technical Specifications	The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.

3. Patent Right	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 Test	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. Delivery of Goods	Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements
6. Warranty	<p>The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>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.</p> <p>The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>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.</p>
7. Payment	<p>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.</p> <p>Payment shall be made within ten (10) days of receipt of the goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p>
8. Prices	Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its Proposals
9. Insurance	9.1 The Bidder will be responsible for taking out any Appropriate insurance coverage.

Governing Language	10.1 The Governing Language shall be: Nepali or English
11. Applicable Law	11.1 The applicable law shall be Laws of Nepal
12. Notices	Purchaser's address for notice purposes..... Supplier's address for notice purposes: .....
13. Taxes and Duties	The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the GoN
Operations, Maintenance and Spare-parts Manuals	The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment)
Conduct of Suppliers	<p>To 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.</p> <p>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:</p> <p>Give or propose improper inducement directly or indirectly, Distortion or misrepresentation of facts Engaging or being involved in corrupt or fraudulent practice Interference in participation of other prospective bidders. Coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings. 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. 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</p>
	opening of bids up to the notification of award of contract.

Blacklisting Supplier	<p>The GoN, Public Procurement and Monitoring Office (PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier.</p> <p>If it is proved that the supplier committed acts pursuant to the Sub - clause 16.2.</p> <p>If it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligation under the contract or the completed work is not of the specified quality as per the contract</p> <p>If convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</p> <p>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</p>
17. Dispute Resolution	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication

### **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

Items No.	Description of Goods	Qty.	Unit	Final Destination as specified in BDS	Delivery Date
1	2	3	4	5	6
1	Procurement of VAN	1	Nos	Health Logistic Management Center Hetauda	Within 7 days after agreement



## Section IV. Technical Specifications for VAN

S.N	Criteria	Requirement	Offered Specification
1.	General	Right-hand drive, suitable for mixed terrains (urban, hilly, and rough roads) in Nepal and ambient temperature -5 to 50 degree centigrade. Gross vehicle weight not less than 1885 kg with seating capacity up to 14 persons.	Make:  Model:  Country of Origin:
2.	Engine	Diesel engine, displacement not less than 2100 CC. Maximum rated power output not less than 85 PS at governed RPM and Torque more than 190 N-m at governed RPM.	
3.	Fuel Tank Capacity	Minimum 60 Liters.	
4.	Emission Standard	The Emission Standard of vehicle should be "Vehicle Mass Emission Standard" of Nepal which is certified by authorized body of Nepal.	
5.	Transmission	Manual shift at least Minimum 5 forward and 1 reverse.	
6.	Turning Radius	Not more than 7 meters.	
7.	Ground Clearance	Minimum ground clearance of 180 mm.	
8.	Dimensions	Wheelbase: Minimum 2570 mm.	
9.	Suspension	Macpherson strut with coil spring/telescopic type/ Parabolic leaf spring/ coil spring/torsion bar/ shock absorber/ semi elliptical with hydraulic shock absorber/anti roll bar at front and rear	
10.	Tires	Standard size	
11.	Steering	Power steering	
12.	Brakes	Front disc and rear drum brakes /Anti-lock Braking System (ABS).	

13.	Body layout and Cabin	Front door at driver and co-driver side and middle one door for easy entrance of passenger, rear door. All-metallic/FRP cab with insulated roof, front wipers, glass window on doors, through ventilation, comfortable seats,	
14.	Chassis and Frame	Heavy-duty steel chassis suitable for rugged roads. Provision for towing hook.	
15.	Essential Accessories	<ol style="list-style-type: none"> <li>1. Cabin lights.</li> <li>2. Heavy duty front and rear bumper</li> <li>3. Spare wheel with tubeless tyre .</li> <li>4. Suitable Jack with handle.</li> <li>5. Seats belts for driver, front-seat passenger.</li> <li>6. Music system with AM/FM/USB.</li> <li>7. Ventilation and Air Conditioning.</li> <li>8. Floor mats.</li> <li>9. ABS (Anti lock braking system)</li> <li>10. Speedometer, Odometer</li> </ol>	
16.	Instructions	All signs instructions in the vehicle shall be in English.	
17.	Manuals	One copy of the Operator's and Owner's instructions and Maintenance manual in English shall be supplied.	
18.	Tools	A set of tools as required for general maintenance shall be supplied with a lockable toolbox.	
19.	Colour	Single Standard.	
20.	Proven performance	<ol style="list-style-type: none"> <li>1. The vehicle offered shall be a current model under standard production by the manufacturer.</li> <li>2. The bidder shall provide the manufacturer's data of the performance of the unit to include the fuel consumption and performance curve of the engine.</li> </ol>	

21.	Warranty	Manufacturer shall provide a minimum of one year warranty after acceptance.	
22.	Delivery	One unit of Van shall be delivered to Health Logistics Management Center, Bagmati Province, Hetauda, Makwanpur.	

Bidders shall mention each and every proposed technical detail as specified in the technical details.

## **Manufacturer's Authorization Letter**

[This letter of authorization should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Date: \_\_\_\_\_

IFB No.: \_\_\_\_\_

To: \_\_\_\_\_

WHEREAS who are official manufacturers of having factories at Do hereby authorize

exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is exclusively to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 6 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## **Performance Security**

[Insert complete name and number of Contract] To: *[insert complete name of purchaser]*

WHEREAS *[insert complete name of Supplier]* (hereinafter “the Supplier”) has received the notification of award for the execution of *[insert identification number and name of contract]* (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security **[insert type of security]** issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert complete address of Guarantor]**, (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[insert currency and amount of guarantee in words and figures]** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of **[insert currency and amount of guarantee in words and figures]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the **[insert day, month, and year]**.

Name: **[insert complete name of person signing the security]**

In the capacity of: **[insert legal capacity of person signing the Security]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: **[insert date of signing]**

## **Agreement Form**

THIS AGREEMENT made on the *[insert number]* day of *[insert month]*, *[insert year]*, between *[insert complete name of Purchaser]* of *[insert complete address of Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of Supplier]* of *[insert complete address of Supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the Goods and Related Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs *[insert amount of contract price in words and figures including taxes]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSES 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.
  - e) The Purchaser’s Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related 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 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 Suppliers
Name: Designation: Signature: Seal:	Name: Designation: Signature: Seal: