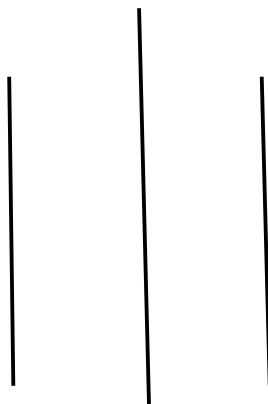


**BIDDING DOCUMENT
FOR
THE PROCUREMENT
OF
AMBULANCE
THROUGH CATALOGUE SHOPPING
METHOD**

Contract No: 09/Chulachuli/079/80



Chulachuli Rural Municipality

Issued to: Producer / Authorized Distributors

Nov 2022

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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 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 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.

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.

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 with the specification laid down in the contract.

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.

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

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 (15) 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, licence 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

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.

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. give 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

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:

- 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.

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

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.

Number	Description	Quantity	Place of Delivery	Delivery schedule days/weeks/months from ____¹
1	4WD Ambulance	1	Chulachuli Rural Municipality, Office of Rural Municipality Executive, Chulachuli Ilam	Within 30 days after the agreement

Technical specification of 4WD Ambulance

S.N	Criteria	Requirement	Offered Specification
1.	General	Three Doors Right-Hand Four-Wheel Drive Ambulance suitable for hilly rough road driving in Nepal. Gross Vehicle Weight should not be less than 2500 kg and shall have seating capacity for at least 6 passengers including driver. Fuel tank capacity of minimum 60 liters.	Make: Model: Make:
2.	Engine	4-Stroke, water cooled diesel Engine with Engine capacity not less than 2500cc, developing maximum rated power output not less than 60HP and maximum torque should be less than 190 Nm@ rated rpm, shall equipped with accessories for efficient full load operation of SUV.	
3.	Emission Standard	The emission standard of the offered vehicle must be in compliance with or superior than the applicable standards as prescribed by Nepal Vehicle mass Emission Standard 2069, which is to be certified by Department of transport Management.	
4.	Gauges	To include Speedometer, odometer, temperature, fuel gauges etc. as necessary for efficient operation and driving	
5.	Clutch	Hydraulic/single dry plate	
6.	Transmission	Manual shift at least five forward and one reverse, all forward synchromesh suitable for comfort and safe driving.	
7.	Turning Radius	Not more than 6m	
8.	Ground clearance	High ground clearance preferred, minimum 190mm.	
9.	Suspension	Double wishbone/telescopic/shock absorber/anti roll bar/stabilizer bar/hydraulic double acting/ five link type suspension/ MacPherson/Multi-link.	
10.	Tires	Standard radial size.	
11.	Steering	Power assisted	
12.	Brakes	Front disc type, rear drum/disc type hydraulic operated on all wheels and parking brake.	

13.	Body/cab	Two side doors and one rear door for patient \$ attendant at the rear of jeep. All metallic cab with insulated roof. Laminated/ tinted glasses windscreen, front windscreen washers and wipers, comfortable and adjustable seats for driver and co-passengers. Two sun visors, rear view mirror and two side view mirrors.	
14.	Chasiss and frame	Steel, heavy duty suitable for rough road conditions with towing hook	
15.	Essential Accessories/Medical Equipment	<ol style="list-style-type: none"> 1. Head light, tail and rear light, reversing light and turn signals. 2. Cabin lights 3. Speedometer/odometer 4. Spare wheel with tire and tube/tubeless 5. Suitable jack with handle 6. Stretcher 7. Siren 8. Revolving light 9. Oxygen Cylinder Holder 10. Saline Bottle Holder 11. Wash Basin 12. B.P set, stethoscope, torch light, Tongue Depressure, IV Drips, cannula and Syringes, ECG Monitor and Oxygen Monitor, Intubation set, CPR Board, Ambu Bag, Nebulizer set, Various Intubation Tubes and Laryngeal Tubes, Cervical collars, Manual Suction set, Delivery sets, Splints, Dressing sets, Haemostatic sets, Catheterizations sets, Oxygen Supply. <p>To be equipped with all accessories offered in standard model but not limited to the above items.</p>	
16.	Instructions	All signs instructions in the vehicle shall be in English.	
17.	Manuals	One copy of the operators and Owners instructions manual in English shall be supplied.	
18.	Tools	A set of tools for general maintenance shall be supplied.	
19.	Color	Standard	
20.	Proven	1. The Ambulance offered shall be a current	

	Performance	<p>model under standard production by the manufacturer.</p> <p>2. The bidder shall provide the manufacturers data of the performance of the units to include the fuel consumption, performance curve of the engine and production capacity of the unit.</p>	
21.	Warranty	Manufacturer shall provide a minimum of one year warranty after acceptance.	
22.	Delivery	Chulachuli Rural Municipality, Ilam.	
23.	Cost	Within Rs.2000000/-(with Vat)	

The major items are indicated by bold and highlighted letters/alphabets/ figures in the technical specification. Non-compliance of these major item will result in non-responsiveness of the bid offered.

Price Schedule

Name of Supplier _____ . Page of ____

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit price (Site Delivery)	Total price per item (cols. 4 x 5)	Remarks
1	4 WD 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

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

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:



Chulachuli Rural Municipality
Office of the Rural Municipal Executive
Chulachuli, Ilam
Province no 1, Nepal



Invitation for Online Bids

Date of Publication: 6 Nov 2022 (2079-07-20)

Notice for procurement of Ambulance through Catalogue Shopping Methods

1. Chulachuli Rural Municipality, Office of the Rural Municipal Executive, Chulachuli, Ilam invites Sealed Proposal as per Public Procurement Act 2063 Clause 8 Sub clause 1(Ka)-8 from eligible Producers/Authorized Distributer as per detail given below notice for procurement of Ambulance through Catalogue Shopping Methods for the procurement of following works:

S.N	Contract Identification Number	Item and Quantity	Estimated amount with vat(NRS)	Last Date and Time of submission of e-bids	Date and time of opening
1	09/Chulachuli/079/80	4WD Ambulance-1 nos	20,00,000	13 Nov 2022 (2079-07-25) 12:00 hrs	13 Nov 2022 (2079-07-25) 13:00 hrs

2. Interested Authorized Distributors may submit their proposal along with **Company registration, VAT/PAN registration Tax Clearance Certificate of FY 2078/79 along with Authorized Specification/Rate with Detail Catalogue.**
3. Further Detail may be obtained from the Chulachuli Rural Municipality Office or www.chulachulimun.gov.np
4. The Employer reserves the right to accept or reject, wholly or partly any or all the bids without assigning any reason, whatsoever.
5. Matters not covered in this tender notice shall be in accordance with public procurement act, 2063 and public procurement regulations, 2064 and other prevailing rules and regulations of Nepal.

Chief Administrative Officer
Chulachuli Rural Municipality