

# यशोधरा गाउँपालिका गाउँ कार्यपर्यक्रिकाकी कार्यालय

बैदौल्लिक्स्ति प्रिक्तिका कर्मा लुम्बिनी प्रदेशा, बेपॉल

पत्र संख्या :०८०/०८१(पूर्वाधार)

चलानी नं :

मितिः २०८०/११/२२

## क्याटलग/ब्रोसर सपिङ बिधिबाट एम्बुलेन्स(Category-B) खरिद गर्ने सम्बन्धी सूचना (प्रथम पटक सूचना प्रकाशित मिति : २०८०/११/२२ गते )

यस गाउँपालिका अन्तर्गत तितिर्खी स्वास्थ्य चौकीका लागि एम्बुलेन्स खरिद गर्नुपर्ने भएकोले, सार्वजिनक खरिद ऐन,२०६३(संसोधन सिहत) को दफा ८ उपदफा १ (क)(८) तथा सार्वजिनक खरिद नियामावली, २०६४ (नवौं संसोधन सिहत) को नियम ३१(ख) बमोजिम एम्बुलेन्स उत्पादक कम्पनी(Manufacturer) वा सोको आधिकारिक बिक्रेताहरू(Importer) बीच मात्र प्रतिस्पर्धा गराउने(क्याटलग सिपङ) विधिबाट खरिद गर्नुपर्ने भएकोले आधारिकताको प्रमाण पत्र(Letter of Authorization), बिक्रेताले अद्याविधक निवकरण भएको पत्र, मूल्य अभिवृद्धि कर दर्ता प्रमाण पत्र, आ.व २०७९/०८० सम्मको कर चुक्ताको प्रमाणित कागजात, एम्बुलेन्स सप्लाई गरेको हाल सम्मको बिस्तृत विवरण, सम्बन्धित कार्य अनुभवको प्रमाण पत्र, एम्बुलेन्सको आधिकारिक प्राविधिक स्पेशिफिकेशन, गुणस्तर तथा सुबिधा सिहतको विवरण(क्याटलग वा ब्रोसर) संग्लन राखी यो सूचना प्रकाशित भएको मितिले १५ (पन्ध्र) दिन भित्र यस कार्यालयमा सिलबन्दी प्रस्ताव दर्ता गर्नु हुन सम्बन्धित उत्पादक वा आधिकारिक बिक्रेताको जानकारीको लागि सूचना प्रकाशित गरिएको छ । यो सूचना सार्वजिनक खरिद नियमावली, २०६४(नवौं संसोधन सिहत) को नियम ३१(ख) बमोजिम आव्हान गरिएको छ । येश गर्ने अन्तिम दिन सार्वजिनक विदा परेमा विदा पिछको कार्यालय खुलेको दिन निवेदन पेश गर्न सिकने छ । थप जानकारीको लागि कार्यालयको वेबसाइट www.yasodharamun.gov.np वा फोन नं : ९८५७०५१८४३, ९८४७१९३०९९ मा सम्पर्क गर्न सिकने छ ।

### खरिदको विवरण

सि.नं	उपकरणको नाम	इकाई	कैफियत
8	Ambulance (Category-B)	1 Unit	स्वीकृत Technical Specification को लागि यस कार्यालयको वेबसाइटमा सम्पर्क गर्न सिकने छ। web:www.yasodharamun.gov.np सम्पर्क नं ९८५७०५१८४३, ९८४७१९३०९९
			Email: info@yasodharamun.gov.np

प्रमुख प्रशासकीय अधिकृत २ १ प्रमुख प्रशासकीय अधिकृत २ १

वेबसाइट: <u>www.yasodharamun.gov.np</u> ईमेल: <u>yasodhararuralmunicipality51@gmail.com</u> फोन न: 9857051843



# BIDDING DOCUMENT

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**FOR** 

THE PROCUREMENT

OF

# AMBULANCE THROUGH CATALOGUE SHOPPING

**METHOD** 

Contract No: 13/YRM/GOODS/080/81

Yasodhara Rural Municipality Baidauli, Kapilvastu

Issued to: Manufacturer/Authorized Distributors

March 2024



	nvitation for the Procurement through Catalogue Shoppin [ethod	_
Section II.	Conditions of Contract	4
Section III.	Schedule of Requirements	. 7
Section IV.	Technical Specifications	8
Section V.	Sample Forms	13



#### 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 spareparts 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 thestandards 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 inthe 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 tothe 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 Supplierin 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 fulfill 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 carryout the followingacts with an intention to influence the implementation of the procurement process or the procurement agreement:

- give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- engaging or being involved in corrupt or fraudulent



practice

- d. 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,
- 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 contractor the completed work is not of the specified quality as per the contract,
- 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
1	Ambulance(As Per Specification)	1		Within 30 days after the agreement



# Technical Specifications of Ambulance (Category -B)

S. No.	Criteria	Required Specification	Offered
			Specification
1.	General	Hard Top Jeep, 4WD, Right Hand Drive model	
	1 .		
		of the vehicle shall not less than 2400 Kgs and	
		shall have scating capacity for at least driver, co-	
	<del> </del>	passenger and patient.	
2.	Engine	Diesel Engine, developing maximum rated power	
		output not less than 60 BHP & maximum torque	
		not less than 110 NM at governed RPM, Engine	Ì
	}	Displacement between 2400-2600 CC. Engine	ł
	}	fully equipped with accessories for efficient full	
		load operation of the vehicle at operating	
		conditions.	
3.	Wheel Base	Not more than 2800mm	
4.	Overall	Not more than 4500mm	
<u> </u>	Length		
5.	Emission	The Emission standard of the vehicle should	******
	Standard	comply with the latest "Vehicle Mass Emission	
		Standard" of Nepal which is to be certified by	
-	<u> </u>	Department of Transport Management Nepal.	
6.	Gauges	To include water temperature, fuel, oil pressure,	
		transmission gauge etc. as necessary for efficient	
·		operation and maintenance.	
7.	Clutch	Single Dry Plate	
3.	Transmission	Manual shift at 5 forward and one reverse, floor	
		mounted engaged through control at driver seat.	
9.	Ground	Minimum 165 mm	
	Clearance	Name of the last o	سينو
10.	Suspension	Leaf Springs/ coil springs/ torsion bar/ shock	
		absorbers at front and rear.	
11.	Tyres	Standard Size	
2.	Steering	Power Steering	
3.	Brakes	Front Ventilated Disc type, rear disc/ drum type,	
- 1		hydraulic operated on all wheels, and parking	
		brake dual circuit preferred.	İ
4.	Cab	2 side doors and 1 back door, all metallic cab with	
		insulated roof, laminated glass windscreen, front	
- 1		washer and wipers, glass windows on doors,	
1		through ventilation, comfortable and adjustable	
	*	seats for driver and co-passenger. Sun visor, rear	
	i	view mirror and two side view mirror.	
5.	Chassis &	Heavy duty metal frame	
1	Frame .	Secret Anna mount mattic	





16.	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. Flashing Light on top (As per Nepal Standard) H. Anti- Skid floor Equipped with all accessories offered in the standard model but not limited to the above items.	
17.	Emergency Equipment	A. Stethoscope B. B. P. Set C. Torch Light D. Tongue Depressure E. IV Drips F. Cannula and Syringes G. ECG Monitor and Oxygen Monitor H. Intubation Set I. Various Intubation Tubes and Laryngeal Tubes J. Nebulizer Set K. Ambu Bag L. Manual Suction Set M. Cervical Collars N. CPR Board O. Oxygen Supply P. Automated External Defibrillator (AED) Q. Delivery Sets R. Dressing Sets S. Splints T. Catheterizations Sets U. Haemostatic Sets	
18.	Others	A. Washing Equipment B. Foldable Trolly Cum Stretcher C. Saline Stand D. Siren	
19.	Instructions	All signs and instructions in the vehicle shall be in English.	





20.	Manuals	One Copy of the Operator's and Owner's instructions and maintenance manual in English shall be supplied with the vehicle.	
21.	Tools	A set of tools as required for general maintenance shall be supplied.	
22.	Colour	2/3 Outer body portion yellow & remaining left/right green & red in Battenberg or chess board design	
23.	Proven Performance	The vehicle offered shall be under standard production by the manufacturer for at least five years.	
24.	Warranty	Manufacturer shall provide a minimum of One year or 20,000 kms which ever earlier after acceptance.	
25.	Delivery	The 1 Unit Ambulance (Category-B) shall be delivered to: Yasodhara Rural Municipality, Baidauli, Kapilyastu, Lumbini, Nepal	

Er. Prem Prasad Sapkota.

NEC Regd No:- 2854

Mechanical engineer

Category -A

Date:- 2080/09/11



# प्रस्तावकर्ताले पेश गर्नुपर्ने आवश्यक कागजातहरु:

- १. नवीकरण गरिएको फर्म वा कम्पनी दर्ता प्रमाणपत्रको प्रतिलिपि।
- २. मूल्य-अभिवृद्धि कर (VAT) दर्ता प्रमाण पत्रको प्रतिलिपि।
- ३. आ.व. २०७९/०८० को कर चुक्ता प्रमाण पत्र वा म्याद थप भएको प्रमाणित कागजात।
- ४. खरिद सम्बन्धि कारबाहीमा नपरेको स्व. घोषणा पत्र।
- ५. Technical Specification प्रमाणित गर्ने रंगिन ब्रोसर(Catalogue)
- ६. आफ्नो मालसामानको बजार मूल्य प्रमाणित गर्ने कागजात (पत्रिकामा प्रकाशित भएको वा कम्पनीको लेटर प्याडमा आधिकारिक व्यक्तिले सहिछाप गरि प्रमाणित गरेको कागजात)।
- ७. Warranty वा Guarantee सम्बन्धित कागजातहरु।
- ८. यस कार्यालयलाई सम्बोधन गरी लेखिएको सम्बन्धित उत्पादकले प्रदान गरेको Manufacturers Authorization Letter.
- ९. कार्यालयबाट जारि भएको Technical Specification भरि पेश गर्नुपर्ने छ।



## Price Schedule

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit price (Site Delivery)	Total price per item (cols. 4 x 5)	Remark
	Ambulance	Set	1			
			Total Amount			
		Add 13% \	Value Added Tax			
		Tota	l Including VAT			
tal Price.				(in v	words)	



#### 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 Sup	plier") of the other pa	urt:		. ,		, ,

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:

- In this Agreement words and expressions shall have the same meanings as are respectively 1. assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - Proposals Form and the Price Schedule submitted by the Supplier;
  - The Schedule of Requirements:
  - The Technical Specifications;
  - The Conditions of Contract; and
  - The Purchaser's Notification of Award.
- 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
- The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the 4. 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.

Sign:

On behalf of the Purchaser On behalf of the Supplier Name: Name: Designation: Designation: Sign:

Seal: Seal: