

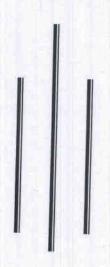
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FOOD MANAGEMENT AND TRADING COMPANY LTD.

CENTRAL OFFICE, BHADRAKALI PLAZA, KATHMANDU



Procurement of CARGO VAN Through Catalogue Shopping Method IFB No:1/2079/080 CARGO VAN



BIDDING DOCUMENT 2079/080



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Food Management and Trading Company Ltd. Central Office, Bhadrakali Plaza, Kathmandu Notice for the Procurement of CARGO VAN Through Catalogue Shopping Method

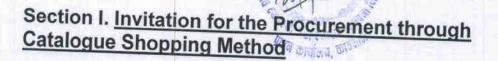
Contract Identification No: 1/2079/080 CARGO VAN

Date of publication: 2079.10.02

 Food Management and Trading Company Ltd. 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.	Description	Qty.	General Specification
l	General	1	CARGO VAN, 1190-1225cc, Right Hand Drive, Gross Vehicle Weight of the Car shall 1510±10 kg and shall have seating capacity for at least 2 passengers including driver.

- Interested Authorized Distributors may submit their proposal along with Company registration, VAT/PAN Registration/Tax clearance Certificate of 2078/079 along with Authorized specification/ Rate with detail catalogue and Authorization Certificate.
- Further details may be obtained from the Food Management and Trading Company Ltd from http://fmtc.org.np/
- The Employer reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.



- 1) The Food Management and Trading Company Ltd., Central Office, Bhadrakali Plaza, Kathmandu invites Proposals for the Procurement of CARGO 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 Food Management and Trading Company Ltd., Central Office, Bhadrakali Plaza, Kathmandu on or before 2079.10.09 at or before 12:00 Hrs
- 4) Proposals shall be Opened at the Food Management and Trading Company Ltd., Central Office, Bhadrakali Plaza, Kathmandu on 2079.10.09 at 14:00
- 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:
 - Up to date Firm/Company Registration Certificate a)
 - b) VAT and PAN Registration Certificates
 - Tax Clearance Certificate of FY 2078/079 c)
 - Manufacturer's Authorization Certificate d)
 - e) Other documents as needed
- 9) Distributor not submitted request letter to register in standing list of Food Management and Trading Company Ltd., Central Office, Bhadrakali Plaza,



Kathmandu 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: Food Management and Trading Company Ltd. Address of the Purchaser: Central Office, Bhadrakali Plaza, Kathmandu



Section I. Conditions of Contract

	A. General
1. Scope of Bid	1.1 In this contract, the following terms shall be interpreted a indicated: a) "The Contract" means the agreement entered int between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all document 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
. Technical Specification	2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification
. 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.
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
Delivery of Goods	5.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements
Warranty	



	1000 600
	contract shall fully comply with the specification laid down in the contract.
	6.2 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.
	6.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
	6.4 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
7. Payment	7.1 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
	7.2 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.
8. Prices	8.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its Proposals
9. Insurance	9.1 The Purchaser will be responsible for taking out any appropriate insurance coverage.
10. 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	12.1 Purchaser's address for notice purposes:
13. Taxes and Duties	13.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN
4. Operation, Maintenance and Spare-parts Manuals	14.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment)



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15.1 To The Supplier shall be responsible to fulfil his obligations per the requirement of the Contract Agreement, Biddin documents, GoN's Procurement Act and Regulations 15.2 The Supplier shall not carry out or cause to carryout 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 of 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
 16.1 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

	or/the completed work is not of the specified quality at the contract,
	c) if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the
	16.2 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
17. Dispute Resolution	17.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to
18. After sales service	18.1 A bidder or pre-qualified proponent not carrying out trade or business within Nepal, shall be required to submit a document proving that if he/she obtains procurement contract, his/her agent or authorized seller capable of discharging the liability relating to repair and maintenance of the goods supplied as per such a contract, providing after sales service and stocking and supplying necessary spare parts shall be present in Nepal



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

Ite m No.	Description of Goods	Qty .	Unit	Final Destination as specified in BDS	Delivery Date	
1.	2	3	4			
1	Procurement of			3		
	CARGO VAN	1	nos.	Food Management and Trading Company Ltd., Bhadrakali plaza	Within 7 days after agreement	



Section IV. Technical Specifications for CARGO VAN

S.N	Cinceria	Requirement	The Bidder shall state as fully complaint/ Partially complaint/ Non complain
1		Two wheel drive cargo van, right hand drive suitable fo normal and rough road driving in Nepal. Gross Vehicle Weight of the Car shall not be less than 1510±10 kg and shall have seating capacity for at least 2 passengers including driver. Kerb Weight of the vehicle shall not be more than 908±10 kg.,	Make: Model: GVW: Mfg. Year:
3	Engine	4-Stroke, 4-Cylinder, Engine displacement Min. 1190- 1225cc, Petrol engine, developing Maximum rated power output not less than 54±5 KW at governed 6000 RPM, Maximum torque not less than 98±5 Nm at governed 3000 RPM & shall fully equipped with accessories for efficient full load operation of the cargo van.	Country of Origin: Make: Model: Power Output: Torque:
4	Emission Standard	The Emission Standard of the vehicle should be of Nepal Vehicle Mass Emission Standard -2069 is to be certified by Department of Transport Management, Nepal	
5	Gauges	To include speedometer, water temperature, fuel, oil pressure etc. as necessary for efficient operation and maintenance.	
6	Turning Radius	Not more than 4.5 meters.	
7	Transmission		
8	Ground clearance	Manual shift at least 5-Speed Manual Gearbox High Ground clearance preferred not less than 160 mm.	
9	Fuel Tank	Capacity must be at least 40 liters	
10	Suspension	Front :Independent; Front: Mc. Person Strut Rear: 3 link rigid	
	Wheels &Tires	Standard size & Tubeless Tires. Spare wheel-1	
2 5	Steering	Power Steering & Tilt steering	
3 E	Brakes	Front ventilated Disc type, rear disc / drum type,	



	14 Cab	Front Mud flaps, Tinted Glass, Rear seat belts, si impact beams, Insulated Front Headrest, washer at wipers, glass windows on doors, comfortable at adjustable seats for drive and co- passenger, two states.	nd
1	5 Chassis an frame	Steel, heavy duty, with toe-hook.	
10	accessories	1. Head light, tail and rear light, 2. Reversing light, turn signals 3. Side Impact Beans 4. Speedometer / Odometer. 5. Molded roof lining. 6. High mount stop light 7. Suitable jack and handle. 8. Seat belt for driver and co-driver. 9. Reflector Strips (Front and Rear) 10. Fire Extinguisher 11. Speed Limiting Device (Max Speed) 12. Lockable Fuel cap (Petrol) 13. Door lock (Driver and Back door) 14. Covered cargo cabin 15. Badging. 16. Two speed Windshield wipers (To be equipped with all accessories offered in standard model but not limited above)	
16	Instructions	All signs and instructions in the vehicle shall be in English	
17	Manuals	Copy of the Operator's and Owner's instructions in English shall be supplied with each vehicle.	
19	Color	Standard color	
20	Proven Performance	The vehicle offered shall be under standard production by the manufacturer year should be 2020/2021 with ARAI Mileage (Certified)	
1	Warranty	Manufacturer shall provide a minimum of One year warranty after acceptance with complete free sensiting	
2	Delivery	Cargo van shall be delivered to: Food Management and Trading Company Ltd., Central Office, Bhadrakali Plaza, Kathmandu	

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

Date	
Bidder's Signature	



Section V. Sample Forms

Proposals and Price Schedules

Date:		
To: [name and address	of the Purchaser]	
Gentlemen and/or Ladi		
documents for the cure	atalogue Shopping Documents(CSD), we the undersigned, ription of goods and services in conformity with the said of [total amount in words and figures] or such other sums a with the Schedule of Prices attached herewith and made	CICITY
We undertake, if our Pro	posals is accepted, to deliver the goods in accordance with Schedule of Requirements.	
We agree to abide by this submission of the Propos	Proposals for a Period of 15 days from the last date fixed als	for
Until a formal Contract is acceptance thereof and yours.	prepared and executed, this Proposals, together with your our notification of award, shall constitute a binding Contract	written
	re not bound to accept the lowest or any Proposals you may	
Dated this	day of20	
[signature]	[in the capacity of]	
Duly authorized to sign Pro	posals for and on behalf of	



Name of Supplier _

m 1	Description	Unit	Quantity		nit price1 EXW (in NRs)	Total price EXW (in NRs)
1	Procurement of CARGO VAN	3	4	In Figure	In Words	(cols, 4x5)
	CARGO VAN	Nos	1		3	4x5=6
					Total	
					VAT	THE
No	te: Unit price shall include all cus				Grand Total	

ustom duties and taxes, transportation cost to the final destination and insurance cost.

Name	
In the capacity of	
Signed	
Duly authorized to sign the Bid for and on behalf of	

The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be



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:
To:	IFB No.:
WHEREAS	
of	who are official manufacturers
Marine Electrical Property of the Control of the Co	who are official manufacturers having factories at
	naving factories at do hereby authorize
Invitation for Bids indicated about	exclusively to submit a Bid in relation to the
Contract.	and to subsequently negotiate and sign the
We hereby extend our full guaran Conditions of Contract, with respe Bids.	tee and warranty in accordance with Clause 6 of the General ct to the Goods offered by the above firm in reply to this Invitation for
We hereby extend our full guaran Conditions of Contract, with respe Bids.	tee and warranty in accordance with Clause 6 of the General ct to the Goods offered by the above firm in reply to this Invitation for
Name	oods offered by the above firm in reply to this Invitation for
Name	oods offered by the above firm in reply to this Invitation for
Name n the capacity of: igned	tee and warranty in accordance with Clause 6 of the General ct to the Goods offered by the above firm in reply to this Invitation for action for and on behalf of



[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]



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 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 (a)
 - Proposals Form and the Price Schedule submitted by the Supplier;
 - The Schedule of Requirements; (b)
 - The Technical Specifications; (c) (d)
 - The Conditions of Contract; and
 - The Purchaser's Notification of Award (e)
- 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
- 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 Name: Designation: Sign: Seal:	On behalf of the Supplier Name: Designation: Sign: Seal:
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