

**BIDDING DOCUMENTS**

**FOR**

**THE PROCUREMENT**

**OF**

**2WD PETROL ENGINE VEHICLE**

**THROUGH CATALOGUE SHOPPING**

**METHOD**

**Contract no.FMCL/01/2081-82**

**Fund Management Company Limited (FMCL)**

**Ratnapark, Kathmandu, Nepal**

**Issued on: 2081-09-14**

**Issued to: Producers/ Authorized Distributors**

**December, 2024**

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# Fund Management Company Limited (FMCL)

Ratnapark, Kathmandu, Nepal

## Procurement of 2WD Petrol Engine Vehicle through Catalogue Shopping Method

Contract Identification No: FMCL/01/2081-82

Date of publication: 2081/09/14

1. Fund Management Company Limited 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.

Contract ID number	Description	Quantity	General Specification
FMCL/01/2081-82	Procurement of 2WD Petrol Engine Vehicle	1 No.	Five door right hand drive, 2WD petrol engine cartype vehicle suitable for normal and rough road driving condition in Nepal. Gross Vehicle Weight should be 1250kg or above and shall have seating capacity for at least 5 passengers including driver.

2. Interested Authorized Distributors may submit their proposal along with Copy of Company registration, Copy of VAT/PAN Registration, Tax clearance Certificate/ Letter of Time Extension for Tax Return Submission of FY 2080/081 along with Authorized specification/ Rate with detail catalogue and Authorization Certificate by 2081.09.29.
3. Further details may be obtained from the Fund Management Company Limited (FMCL) or from <http://fmcl.org.np/>
4. The Purchaser (FMCL) reserves the right to accept or reject, wholly or partly any or all the bids Without assigning reason, whatsoever.

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

1) The Office of Fund Management Company Limited (FMCL) Ratnapark, Kathmandu, Nepal invites Proposals for the Procurement of 2WD Petrol Engine vehicle 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 Fund Management Company Limited (FMCL), Ratnapark, Kathmandu, Nepal on or before **20810929** at or before **12:00 Hrs.**

4) Proposals shall be opened at the office of Fund Management Company Limited (FMCL), Ratnapark, Kathmandu, Nepal by **20810929** 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) Copy of Firm/Company Registration Certificate.
- b) Copy of VAT and PAN Registration Certificates.
- c) Tax Clearance Certificate / Letter of Time Extension for Tax Return Submission of FY 2080/081
- d) Manufacturer's Authorization Certificate
- e) Other documents as needed

9) Distributor not submitted request letter to register in standing list of of Fund Management Company Limited (FMCL), Ratnapark, Kathmandu, 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.

Yours sincerely,

Name of the Purchaser: Fund Management Company Limited (FMCL)

Address of the Purchaser: Ratnapark, Kathmandu, Nepal

## **Section II. Conditions of Contract**

<b>Components</b>	<b>A. General</b>
1. Scope of Bids	<p>1.1. In this contract, the following terms shall be interpreted as indicated:</p> <p>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.</p> <p>b) "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>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.</p> <p>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.</p> <p>e) "The Purchaser" means the procuring entity purchasing the goods;</p> <p>f) "The Supplier" means the organization supplying the goods and services under this contract.</p>
2. Technical Specifications	2.1. The goods supplied under this contract shall conform 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 Test	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. 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
6. Warranty	<p>6.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>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.</p> <p>6.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>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.</p>
7. Payment	<p>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.</p> <p>7.2 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	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	<p>12.1 Purchaser's address for notice purposes... Fund Management Company Limited (FMCL), Ratnapark, Kathmandu, Nepal.</p> <p>12.2 Supplier's address for notice purposes: .....</p>
13. Taxes and Duties	13.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the GoN

14. Operations, 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)
15. Conduct of Suppliers	<p>15.1 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>15.2 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:</p> <ul style="list-style-type: none"> <li>a) Give or propose improper inducement directly or indirectly,</li> <li>b) Distortion or misrepresentation of facts</li> <li>c) Engaging or being involved in corrupt or fraudulent practice</li> <li>d) Interference in participation of other prospective bidders.</li> <li>e) Coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings.</li> <li>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.</li> <li>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</li> </ul>
	Opening of bids up to the notification of award of contract.
6. Blacklisting Supplier	<p>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.</p> <ul style="list-style-type: none"> <li>a) If it is proved that the supplier committed acts pursuant to the Sub - clause 16.2.</li> <li>b) 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</li> <li>c) If convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</li> </ul> <p>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</p>
17. Dispute Resolution	17.1 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

<b>S.N.</b>	<b>Description of Goods</b>	<b>Quantity</b>	<b>Final Destination as specified in BDS</b>	<b>Delivery Date</b>
<b>1</b>	Procurement of 2WD Petrol Engine Vehicle	1 Nos	Fund Management Company Limited, Ratnapark, Kathmandu	Within 7 days

## Section IV. Technical Specifications for 2WD Petrol Engine Vehicle

S.N.	Criteria	Requirement	Offered Specification (Mention with fully comply/comply/partial comply)
1	General	Five door right hand drive, 2WD petrol engine cartype vehicle suitable for normal and rough road driving condition in Nepal. Gross Vehicle Weight should be 1250kg or above and shall have seating capacity for at least 5 passengers including driver.	Make: Model: Country of origin:  Make year:
3	Engine	4-Stroke, MPFI/GDI system, displacement 1200 +/-1%cc ,4 cylinder petrol engine, developing Maximum rated power output not less than 80PS at rated RPM, Maximum torque not less than 110 Nm at rated RPM & fully equipped with accessories for efficient full load operation of the car.	
4	Emission Standard	The Emission Standard of the vehicle should be of Nepal Vehicle Mass Emission Standard -2069 (EURO-III or above), Which 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	Clutch	Single Dry Plate.	
7	Transmission	Manual shift at least 5 forward and one reverse, all forward synchromesh.	
8	Ground clearance	High Ground clearance preferred not less than 180 mm.	
9	Dimensions & Fuel Tank	Overall Length Min.(mm) = 3750 Overall Width Min.(mm)=1650 Overall Height Min.(mm) =1550 Wheel Base Min.(mm) =2400 Boot space: Min.(Ltrs.) = 250 Fuel Tank Min. (Ltrs.) =35	
10	Suspension	<ul style="list-style-type: none"> <li>• Front :Independent;Front: Mc. Person Strut</li> <li>• Rear: Coil spring/Semi; independent; Coupled Torsion Beam Axle.</li> </ul>	
11	Wheels &Tires	Standard size& Tubeless Tires	
12	Steering	Electric Power Assisted Steering	
13	Brakes	Front : Disc type, Rear: disc / drum type, Parking brake Anti-LockBraking System(ABS)	

14	Cab	4 doors and 1 back door, all metallic cab with insulated roof, laminated / tinted glass windscreen, washer and wipers, glass windows on doors, comfortable and adjustable seats for driver and co- passenger, two sun visors, and two rear view mirrors.	
15	Chassis and frame	Steel, heavy duty, with toe-hook.	
16	Essential accessories	<ol style="list-style-type: none"> <li>1. Head light, Brake light, tail and rear light, Reversing light, turn signals, Cabin lights</li> <li>2. Speedometer / Odometer.</li> <li>3. Heavy duty body colored front and rear bumpers.</li> <li>4. Spare wheel with tire.</li> <li>5. Suitable jack and handle</li> <li>6. Seat belt for driver and co-driver.</li> <li>7. At least Front Dual Air Bags</li> <li>8. ABS with EBD</li> <li>9. Air Conditioning System.</li> <li>10. Central Locking System with Keyless Entry</li> <li>11. Engine immobilizer</li> <li>12. Min. Front Power windows</li> <li>13. Reverse parking assist system</li> </ol>	
`	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	<ol style="list-style-type: none"> <li>1. The vehicle offered shall be current make and model available in the market under standard production by the manufacturer.</li> <li>2. The bidder shall provide standard brochure, the manufacturer's data of the performance of the unit to include the fuel consumption, performance curve of the engine.</li> </ol>	
21	Warranty	Manufacturer shall provide a minimum of one year warranty after acceptance.	
22	Delivery	At the premises of Fund management company limited, Kathmandu	

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

## **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:	Name:
Designation:	Designation:
Signature:	Signature:
Seal:	Seal: