



INVITATION BID

BID Number: SAHAMATI/ERCN .01-2023/2024
(First Published date: 2023 May 24)
(Second Published date: 2023 August 14)
(Third and Final Publish date: 2023 September 10)



SAHAMATI intends to invite eligible bidders for the supply of Pick-up and Mini-Truck for Empowering Rural Communities in Nepal (ERCN) through an Integrated Approach to Health and Income Growth Project.

1. PROJECT SUMMARY

1.1. Bid Title: Supply of Pick-up and Mini-Truck for ERCN Project

- **Location:** 3 Project sites
 - (i) Manekharka (Sindhupalchowk),
 - (ii) Puttar (Tanahun) and,
 - (iii) Salambu (Kavrepalanchok)
- **Vehicle type:-** Single cab pickup and Mini truck

2. BID SUMMARY

2.1. Employer: SAHAMATI

2.2. Bid Type: Open Competitive Bidding in Nepal

2.3. Contract Type: Lumpsum Amount

2.4. Criteria for successful bidder: A bidder who obtains the highest total points shall have the highest priority for negotiation.

2.5. Bid Submission:

- Deadline Date and Time: 2023 September 17 and 5:00 PM
- Place: SAHAMATI, Gaidakot-5, Nawalparasi (Bardaghat Susta East)
- Interested bidders can get the RFP at: www.sahamati.org/notice
- Bid can be submitted to SAHAMATI directly or by postal/courier writing ("Supply of Pick-up and Mini-Truck for ERCN Project" as the subject on the envelope)

2.6. BID Opening: The bid opening will be done on 2023 September 21 (12:15 PM) and attendance is not mandatory for the bidders.

- ❖ SAHAMATI will not be responsible for any costs or expenses incurred by Bidders in the preparation or delivery of bids.
- ❖ SAHAMATI requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SAHAMATI;
 - Will reject a proposal for award if it determines that Bidder recommended for award has engaged in corruption or fraudulent practices in competing for the contract in question.
 - Will recognize a Bidder as ineligible for a period determined by SAHAMATI.

The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all the information required by the bidding documents, or the submission of a bid that is not substantially responsive to the bidding documents in every respect, shall be at the bidder's risk and may result in the rejection of the bid.

SAHAMATI; Gaidakot-5, Nawalparasi (Bardaghat Susta East); Email: procurement@sahamati.org



**Tender Dossier
For
Supply of Pick-up and Mini-Truck for
Empowering Rural Communities in Nepal
(ERCN) Project**

10/09/2023

Gaidakot - 5, Nawalparasi (Bardaghat Susta East)



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A - INSTRUCTIONS TO BIDDERS

When submitting a tender, the bidder acknowledges and agrees to abide by the special and general conditions that govern this tender, which serve as the exclusive basis for the tendering process. By default, the bidder accepts the General Terms and Conditions (T&C) of Purchase set forth by the SAHAMATI, but they also have the option to include their own Sales conditions in their offer.

If the bidder has any specific limitations or objections to the SAHAMATI's purchase T&C, they should clearly state them in a letter accompanying their offer.

It is important to note that failure to submit a tender that includes all the required information and documentation within the specified deadline may result in the rejection of the tender.

1. Preamble

SAHAMATI is a non-governmental, non-political and non-profit making social development organization, established in 2001 by a group of development professionals. SAHAMATI aims to be a recognized as capable and committed national level organization for community plus humane development.

SAHAMATI works in partnership with a range of local, national and international, government and non-government, private sectors and academic institutions. It has a close relationship and affiliation with Social Welfare Council, NGO Federation of Nepal, Federation of Democratic NGOs of Nepal, Peaceful School International Canada, Disaster Preparedness Network, Tobacco Control and Health Rights Network and District Climate Change Adaptation and Mitigation Network.

SAHAMATI has already implemented more than 70 projects in partnerships with various international organizations including German Development Service (DED), German Technical Cooperation (GIZ), Finnish International Development Agency (FINNIDA), UNICEF, Department for International Development (DFID), Plan Nepal, UNDP, CARE Nepal, Human Care, Oxfam Hong Kong, Action Aid Nepal (AAN). Practical Action Nepal (PAN), The Asia Foundation (TAF), AWO International, Lutheran World Relief (LWR), Mercy Corps, Heifer International and Winrock International. SAHAMATI has been recognized as an expert organization in the areas of Self-help development, women empowerment, policy advocacy, peace keeping, cooperative strengthening, microfinance, enterprise development, market development, Community based Disaster Risk Reduction and humane values-based development. Currently SAHAMATI has its existence in 31 districts of Nepal but it has already covered 52 districts of Nepal with various community development projects.

Currently, among others SAHAMATI has been implementing "Empowering Rural Communities of Nepal through and Integrated Approach to Health and Income Generation" (ERCN) Project in 3 districts of Nepal (Tanahun, Kavrepalanchok and Sindhupalchok).

2. Purpose of the Call for Tenders

The purpose of this Call for Tenders is to solicit competitive offers to supply pick-up and mini-truck in working area of ERCN project for SAHAMATI.

The Call for Tenders aims at selecting reliable supplier(s).



Total quantities mentioned in this Call for Tenders are estimates of SAHAMATI's needs and may vary by one or two number: this estimation can in no case be considered as a firm order from SAHAMATI.

Each delivery will be triggered off by a Purchase Order issued by SAHAMATI and will be submitted to the same conditions listed in the chapters below. After reception of the goods, the payment will be made as per respective Purchase Order issued.

A detailed description of the goods and services required by SAHAMATI is contained in the technical specifications (see **APPENDIX 01** – Technical specifications).

3. Call for Tenders Schedule:

Particulars	DATE	TIME*
Deadline for request for any clarifications from SAHAMATI	13/09/2023	05:00 PM
Last date on which clarifications are issued by SAHAMATI	15/09/2023	05:00 PM
Deadline for submission of tenders (receiving date, not sending date)	17/09/2023	05:00 PM
Tender opening session by SAHAMATI	21/09/2023	12:00 PM
Notification of award to the successful tenderer	23/09/2023	02:00 PM
Signature of the contract	25/09/2023	11:00 AM
Purchase order	25/09/2023	03:00 PM

* All times are in the local time of Kathmandu, Nepal (GMT +5:45)

Please note all dates are provisional dates and SAHAMATI reserves the right to modify this schedule.

Please note SAHAMATI reserves the right to pre-select some of the received offers, based upon the criteria listed in article 13 of the present document, to enter into a competitive dialogue with the shortlisted companies.

4. Questions and Clarifications

If SAHAMATI, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions in writing to the following address, ideally by email, or by post mail, up to seven (7) calendar days before the deadline for submission of tenders, specifying the Tender title:

SAHAMATI
Phone 078-502090, 502277
Gaindakot - 5, Nawalparasi (Bardaghat Susta East), Nepal

Bishal Sharma
Admin and Logistic Assistant
procurement@sahamati.org



Any prospective tenderer seeking to arrange individual meetings with SAHAMATI during the tender period may be excluded from the tender procedure.

5. Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company. However, to comply with some of SAHAMATI's donors' rules, participants must clearly indicate their company's nationality and origin of the proposed goods.

6. Instructions to submit an Offer

6.1 Response Format

The tender shall consist of one original paper copy placed in a sealed non-identifiable envelope, with the words “**not to be opened before the tender opening session**” written in English.

This sealed non-identifiable envelope shall be titled:

Bid Number	SAHAMATI/ERCN.01-2023/2024
Bid Title	Supply of Pick-up and Mini-truck for ERCN Project

The tenders shall be sent by personal delivery against receipt to the following address:

SAHAMATI
Gaidakot - 5, Nawalparasi (Bardaghat Susta East), Nepal

So that it is received no later than 17th September 2023 and 05:00 PM.

Tender sent to the SAHAMATI Office will only be valid for further process.

NB: Late proposals will not be accepted, and will be returned to the Proponent or discarded. Also, all proposals will be irrevocable after the Call for Tenders closing date

6.2 Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum

- 1) “Supplier Questionnaire” duly completed. This questionnaire should be completed with all required information such as:
 - a) Proof of Firm/Company Registration,
 - b) VAT registration in Nepal
 - c) A copy of the audited financial statements for last three fiscal years (balance sheet and income statement including Tax Clearance).
 - d) Document showing financial turnover of above five million rupees/annum for last three years
 - e) The details of the names, address and contact telephone of three (3) clients for whom the similar type of services was provided in various and diverse geographic

locations. SAHAMATI reserves the right to contact these references, without notifying the Tenderer.

f) Organizational Profile

- 2) "Pricing Matrix" or detailed Price offer with explanatory notes, if necessary, note that only price in local currency (NPR) will be accepted.
- 3) "The Declaration of compliance and commitment to respect SAHAMATI Good Business Regulations" filled and signed by the duly authorised person.
- 4) SAHAMATI Terms and Conditions of Purchase (signed and approved by supplier)
- 5) If applicable, a letter specifying differences between the Supplier Sales conditions and SAHAMATI General Purchase Conditions.
- 6) "Technical Offer" completed in details with the products / services that the participant offers to answer to SAHAMATI needs.
- 7) A letter of the bidder's bank to guarantee the bidder's solvency (see Appendix 04)
- 8) Organization registration, PAN registration and Tax Clearance of 2078/79
- 9) A catalogue of the relevant products to be supplied.

Failure to provide all of the above and in the formats stipulated may result in disqualification of the Tenderer's proposal.

7. Call for Tender Process

SAHAMATI reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. SAHAMATI does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

SAHAMATI reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

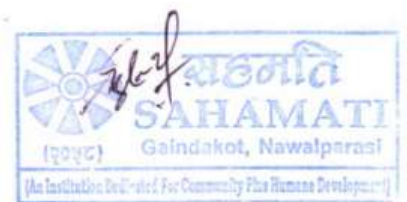
8. Period of validity

Suppliers shall be bound by their tenders for a period of Ninety (90) Days minimum from the deadline for submission of tenders.

However, the Prices and conditions defined in the contract signed with the selected supplier will be valid for **Six (6) months** after contract signature. Contract with the selected supplier will be signed.

9. Currency of tenders

Tenders must be presented in **NPR, VAT and all other cost included.**



10. Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the bidder and SAHAMATI must be written in **English**.

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into English.

For the purposes of interpretation of the tender, the version **English** will prevail.

11. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in **Article 3**. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

12. Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

13. Opening, evaluation of tenders and selection criteria

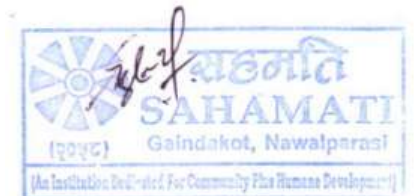
The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in Gaidakot - 5, Nawalparasi (Bardaghat Susta East) by Procurement Committee of SAHAMATI.

The contract will be awarded to the technically and administratively compliant tender that is the most economically advantageous as well as requirement of the field condition, taking into account and the price of the tender and the quality of the services offered.

Furthermore, Tenders will be evaluated on the criteria listed below:

- Ability to meet the requirements of the Call for tenders
- Compliance with SAHAMATI terms and conditions
- Total price/cost submission
- Demonstrable ability to perform all functions related to the scope within the time specified
- Bidders' references
- Bidders' product and service offering
- Bidders' ability to provide pro-active logistics solutions
- Value added services



In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the procurement committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the procurement committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure

is progressing or to influence SAHAMATI in its decision concerning the award of the contract will result in the **immediate rejection** of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

14. Notification award and contract signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award). SAHAMATI will send the signed purchase documents in two original copies to the successful bidder.

Within five (5) working days following the reception, the successful tenderer will sign, date and send back the purchase documents. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the purchase within five (5) working days, SAHAMATI can consider after notification the award as null and void.

After selection, and before signature of the contract, SAHAMATI can inspect the vehicle at shop and the teams of the selected tenderer that will be allocated for the works. SAHAMATI reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

The unsuccessful tenderer will be informed in written shortly after the award.

15. Ownership of tenders

SAHAMATI retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

16. Contract

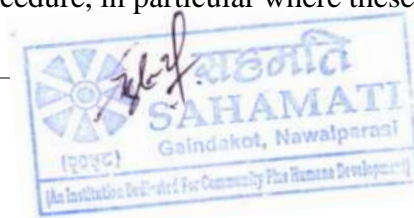
The contract that will be concluded between the successful tenderer, SAHAMATI is done according to SAHAMATI standard Framework Agreement for six (6) months of signing the contract.

17. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by SAHAMATI. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.



Under no circumstances will SAHAMATI be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if SAHAMATI has been warned of the possibility of damages.

The publication of a procurement notice does not commit SAHAMATI to implement the announced programme or project.

18. Ethics

SAHAMATI pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers have to read and understand the SAHAMATI's Terms and Conditions defined in the Appendix 05 of this tender dossier. The tenderers will have to fill and sign the Appendix 05: *Declaration of compliance & commitment to respect SAHAMATI Terms and Conditions.*

19. Quotation Security

The Bidder shall furnish a Quotation Security in Nepali Rupees in the amount **not less than Five (5)** percent of the bid amount. The Bid Security shall remain valid for a period of **Sixty (60) days** after opening of the quotation.

The Security shall be in the form of bank guarantee from a bank acceptable to the Employer specified with Bid Number: **SAHAMATI/ERCN-01-2023/2024** and Bid Title: **Supply of Pick-up and Mini-Truck for Empowering Rural Communities in Nepal (ERCN) Project.**

20. Performance Security

- a. Within **five Days (5)** of receipt of award of contract from the Purchaser the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract in the Performance Security Form provided in the Bidding Documents.
- b. Failure of the successful Supplier to comply with the requirement of Sub-Clause 20.a shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which the Purchaser may make the award to the next lowest Supplier or call for new sealed quotation.
- c. The amount of performance security as a percentage of contract prices shall be **Ten (10)** percent of the total amount quoted by the supplier for the supply of pick-up and mini truck for ERCN Project.
- d. The validity of Performance Security shall be **Two (2) Month** after the final delivery of the pick-up/mini truck and the issue of final acceptance certificate to the Suppliers. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.
- e. The Performance Security shall be released within **Twenty-Eight (28) Days** of delivery of pick-up/ mini truck and upon submission of claim by the supplier.



B – TECHNICAL and COMMERCIAL SPECIFICATIONS

21. Technical description of the vehicle

The subject of the call for tender is the supply and delivery by the supplier of the following products (**refer to Appendix 01**) to SAHAMATI.

Vehicle will have to be compliant with international and national standards and norms, and to be adapted to the extreme conditions they will be used in: (arid or humid environment).

21.1 Lots

This tender procedure is not divided into lots; Tenders must be for the entirety of the quantities indicated.

21.2 Variation in quantity

SAHAMATI reserves the right to vary the quantities stipulated at the time of ordering as per the requirements of the ERCN project.

22. Delivery conditions

22.1 Incoterms

The products are purchased according to INCOTERM 2010: Delivery at SAHAMATI/ERCN working sites at Puttar (Ghiring 1, Tanahun), Salambu (Chaurideurali 3, Kavrepalanchok) and Manekharka (Panchpokhari Thangpal 4, Sindhupalchwok), Nepal. The supplier will be responsible for delivery. Please specify the delivery plan.

22.2 Disposal / Delivery date (or delivery plan)

The selected supplier must assure the **delivery of products within Fifteen (15) days of issuance of PO (Purchase Order)** by SAHAMATI.

SAHAMATI shall bear no responsibility over losses or damages of the procured vehicle incurred during the performance period and before acceptance of procured vehicle.

Delivery here means vehicles put on the purchase Order as per below Delivery Plan at the below location. It is the responsibility of the supplier to deliver the ordered vehicles to the specified location as per below delivery plan. Below is a tentative delivery plan and date is subjected to change.



Purchase Order Date	Delivery Date	Delivery Location	Remarks
25/09/2023	10/10/2023	Manekharka (Panchpokhari Thanpal Valley Rural Municipality ward no. 4, Sindhupalchok District in Bagmati Province), Puttar (Ghiring Rural Municipality ward no-1 Tanahun District in Gandaki Province), Salambu (Chaurideurali Rural Municipality ward no. 3, Kavrepalanchok District in Bagmati Province)	All goods delivery

It is therefore up to the supplier to manage stocks or ensure sufficient supply to comply with the delivery commitment.

22.3 Documentation

Before each delivery, the supplier has to submit a copy of the delivery note and all the shipping documents detailed below BEFORE loading and shipping the goods, in order to get the formal agreement from SAHAMATI to deliver the goods.

For every consignment, the supplier shall always send a delivery note. Delivery slips shall necessarily bear the Contract Reference and / or Purchase order number, batch numbers, serial numbers if any, the full designation and quantities of the delivery.

Added to the delivery note, the selected supplier will also have to provide SAHAMATI with:

- a delivery note and / or Packing List
- a goods verification receipt of custom office
- a commercial invoice
- a Certificate of Origin
- a Certificate of conformity or Certificates of Analysis including validated with a stamp and signature from the supplier(if applicable)

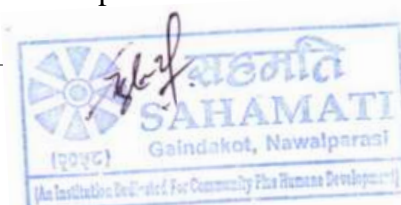
The Supplier commits to inform SAHAMATI of any constraint or specific regulation linked to the goods or service supply or to the country of importation

23. Quality of the product

23.1 Quality Guarantee

The supplier bears the responsibility to verify and certify that the goods they supply are in keeping with the conditions applicable to them. The supplier must provide the sample of the products to be supplied as requested, these samples will be kept with SAHAMATI until end of the contractual period.

The supplier commits to provide SAHAMATI with goods that will not be subject to manufacturing defect, that have not been exposed to contamination or to anything causing premature wear.



The supplier shall put in place, and communicate to SAHAMATI, their internal quality control system, if SAHAMATI deems it necessary for the guarantee of the supplier's products.

The Supplier will inform SAHAMATI about all quality certifications, labels (NF, NS, ISO, CE...) and internal quality process that may apply to its goods or services and will supply all official documents upon SAHAMATI request.

SAHAMATI reserves the right to verify or use the services of a third party of its choice to verify the implementation by the supplier of the quality control procedures laid down in the supplier's quality control system.

23.2 Preliminary inspection

Before awarding the contract, SAHAMATI will exercise the right to check the stock of supplies available at supplier's warehouse.

The storage of the product in the selected supplier's warehouse will have to be separate from other deliveries in order to facilitate the preliminary inspection.

Once the product is ready for a preliminary inspection, the selected supplier will inform SAHAMATI.

SAHAMATI representative will

- Verify the exact quantity prepared
- Register the batch number(s) of the delivery
- Control if the packaging is according to the specifications
- Take samples to analyse the quality and the composition of the product to be delivered

The supplier will have to replace the quantity of product taken for sampling and the opened packages. The Samples will be kept until the end of contract.

23.3 Results of the preliminary inspection

Tolerance for the composition or quality as defined in the Appendix 01 is the sole responsibility of SAHAMATI.

- If the results of the preliminary inspection comply with the requirements defined in the contract SAHAMATI will inform the supplier to coordinate the delivery of the products
- An unacceptable non-compliance will result in the refusal of the products. Refer to article 30 for the conditions of replacement of non-conform products.

23.4 Delivery inspection and acceptance of the delivery

SAHAMATI procurement committee will carry out the delivery inspection of the product at SAHAMATI identified location.

The objective of the delivery

inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the supplier



- The quantity delivered
- The quality of the product delivered

SAHAMATI representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, SAHAMATI will accept the products

24 Non conformity of delivery

24.1 Quality and condition

Should the quality or the condition of the products not satisfy SAHAMATI requirements at the moment of the preliminary inspection or delivery inspection, SAHAMATI reserves the right to demand:

- The delivery of products which conforms to the order. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within fifteen (15) calendar days from the discovery of the non-compliance.
- or the immediate reimbursement of the payment
- or the cancellation of the order and of the corresponding price

If the supplier is not able to replace the defective goods within the agreed timeframe, SAHAMATI reserves the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the order, totally or partially if the defective goods were a partial delivery agreed upon by the parties.

The supplier will have to remove specific markings of the non-accepted products when mentioning SAHAMATI name.

24.2 Quantity

SAHAMATI reserves the right to refuse any delivery in excess of the current contract and to ship it back at the supplier's expense.

In case SAHAMATI decides to accept the over-quantity, an acceptance comment will be clearly added on the delivery note, at the time of delivery.

On the other hand, should products be missing at delivery, the missing quantity will be delivered as soon as possible, at latest seven (7) days after its discovery, at the expenses of the supplier. The then delivered products will be subject to the rules laid down in this contract.

24.3 Late Delivery

Due to the emergency and constraint triggered off by SAHAMATI specific humanitarian activities, the disposal or delivery dates define in article 22.2 are fixed and mandatory.

The supplier has to notice SAHAMATI about any potential delay, as soon as he is aware of it, in order to anticipate and minimise the consequences.

If no agreement can be found, and even if the supplier has informed SAHAMATI upfront, if the delay is solely the supplier's responsibility, penalties below will apply.



In the event of the Supplier being late for delivering the products, following penalty will be applicable to the supplier.

- First week (7 days) or part of the week: 1.5% reduction of the value of undelivered items.
- From Second week until the end of 14 days: 3% reduction of the value of undelivered items.
- From third week till the end of month (30 days): 5% reduction of the value of undelivered items.

Any fractional part of a week is to be considered a full week. These penalties do not apply in case of force majeure, or if the delay is the responsibility of SAHAMATI.

If delivery does not take place **one month (30 days)** after the set delivery deadline, the contract will be deemed void.

If delivery does not take place **one month (30 days)** after the notification by SAHAMATI of non-compliant or missing products, SAHAMATI reserves the right to simply cancel the order and delivery of remaining quantities.

Date taken into account to calculate these delay and penalties depend on the main mean of transport used to deliver the goods:

- If the main transport is done by road, a flexibility of five (5) calendar days maximum after the Disposal / delivery date define in article 22.2 is accepted before calculation of delay and penalties.

25 Invoicing & Payment

25.1 Invoicing

Payments will occur after acceptance of the products by SAHAMATI in Gaidakot Municipality-5 of Nawalparasi District in Nepal and upon the receiving of original invoices issued by the supplier.

25.2 Payment

All payments will be exclusively made by account payee cheque or bank transfer, on behalf of the supplier, on his/her bank account.

The currency of payment is NPR.

Payment schedule:

100 % will be paid after delivery and acceptance by SAHAMATI of the total quantity of products after the issuance of respective Purchase Order.

In order to claim payments, the supplier must provide SAHAMATI with the following documents for quantity supplied:

- Original invoices.
- Delivery notes signed by SAHAMATI storekeeper/logistician.
- Payment request letter.



Appendixes

Appendix 01: Technical Specifications

Appendix 02: Supplier Questionnaire

Appendix 03: Detailed Pricing Matrix

Appendix 04: Bank Certificate

Appendix 05: SAHAMATI's Terms and Conditions



Appendix 01: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

SN	Item Description	Unit	Quantity	Remarks
1	Single Cab Pick-up Desired Specification: Seating Capacity: 2 (Driver + 1) Steering Type : Power Steering Fuel : Diesel Fuel Tank Capacity : 45 Litre (Minimum) Body Type: Single Cab Pick-up Drive Mode : 4WD Braking System: Fr. Disc & Rear Drum Payload in Kg: 1250 (Minimum) Front Windshield: Single Piece Laminated Wheel Base: 3150 mm (Minimum) Suspension: Leaf Fr and Rear Engine: With Turbo Steering Position: Right Hand Max Engine Torque: 190 Nm (Minimum)	No.	2	Brand New
2	Mini Truck Desired Specification: Seating Capacity: 2 (Driver + 1) Minimum Steering Type : Power Steering Fuel : Diesel Fuel Tank Capacity : 60 Litre (Minimum) Body Type: Mini Truck with Body Drive Mode : 4WD Braking System: Drum Payload in Kg: 4000 (Minimum) Front Windshield: Single Piece Laminated Wheel Base: 2500 mm (Minimum) Suspension: Leaf Spring with Hydraulic shock absorber Engine: With Turbo Steering Position: Right Hand Max Engine Torque: 260 Nm (Minimum)	No.	1	Brand New

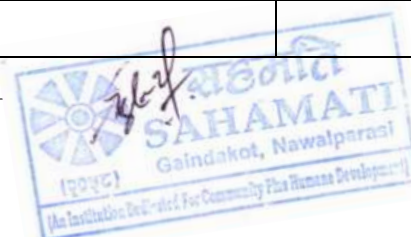


Appendix 02: Supplier Questionnaire

Company Details:

Company Name:	
Company Address:	
Contact Name:	
Contact Position / title:	
Contact Details (Phone / Email):	

Company Information:	
1	Is your company registered in Nepal? Please provide a copy of Registration.
2	When was it registered?
3	Is your company part of an international company?
4	Do you have other offices / plants in the country? Where?
Financial Information:	
5	What is your yearly income in NPR over the last 3 years:
	Last Year (2079-80):
	Previous Year (2078-79):
	Previous Year (2077-78):
6	Can you provide audited Financial accounts upon request?
7	Please provide a certificate of solvency issued by your Bank on the bank Letterhead (see template in Appendix)
Customer References:	
9	Have you worked in the past with SAHAMATI (If yes, year and detail activity)?
10	Please provide names and contacts of 3 customers (Humanitarian NGOs) to whom you have recently provided the vehicle
11	Please provide names and contacts of 3 customers (public or private companies) to whom you have recently provided the vehicle
Technical Capacity:	
12	What is your core activity? Described in the PAN Certificate.
13	What other products / services do you offer?
FOR TENDERS on VEHICLE:	
17	Are you an official reseller for tendered vehicle? Please provide a copy of Dealer Registration.
18	Do you have stocks? Number



19	Where are they located?	
Delivery Capacity (for SUPPLY of PRODUCTS):		
21	Can you hold dedicated stocks for your customers?	
22	Can you manage delivery to SAHAMATI in working areas of ERCN (Puttar, Tanahun; Salambu, Kavrepalanchok; and Manekharka, Sindhupalchok) Nepal?	
23	What is the average delivery lead time for delivery in working area of ERCN Nepal after receiving SAHAMATI's Purchase Order?	
24	Do you have your own drivers for delivery?	
25	Or do you work on a regular basis with other delivery persons? (if so, please name it)	
FOR TENDERS on SERVICES:		
15	Briefly present a similar service that you have recently provided to another customer	
17	How long does it take in average to deliver after issuance of a purchase order?	
18	Can you commit on a deadline for delivery (with penalties in case of delay)?	
Warranty & Maintenance:		
19	What warranty can you offer on your products?	
20	Can you provide original spare parts? (if applicable how many years?)	
22	Please detail additional services you offer: maintenance? service? Technical support? Repair?	
23	If so, where do you provide such services? In your facilities only or at the customer's?	
Documentation:		
27	Can you provide a detailed Bill of delivery for each delivery?	
28	Can you provide a certificate of origin for each delivery?	
29	Can you provide a certificate of Quality?	
Financial Conditions:		
30	What is the validity of your offer? (minimum 6 months):	
31	If you get awarded the Contract, will you offer fixed prices for 1 year?	
32	If not, what is the maximum price variation you can commit on (no more than 5% price increase, for instance)?	
33	In which currency do you invoice your customers?	
34	When do you issue the invoice?	
35	When do you expect payment?	



Appendix 03: DETAILED PRICING MATRIX

SN	Item Description	Offered Specification	Unit	Quantity	Unit Price Inclusive of VAT	Total Price Inclusive of VAT	In Words	Remarks
1	<p>Single Cab Pick-up <u>Desired Specification:</u> Seating Capacity: 2 (Driver + 1) Steering Type : Power Steering Fuel : Diesel Fuel Tank Capacity : 40 Litre (Minimum) Body Type: Single Cab Pick-up Drive Mode : 4WD Braking System: Fr. Disc & Rear Drum Payload in Kg: 1000 (Minimum) Front Windshield: Single Piece Laminated Wheel Base: 2800 mm (Minimum) Suspension: Leaf Fr and Rear Engine: With Turbo Steering Position: Right Hand Max Engine Torque: 175 Nm (Minimum)</p>		No.	2				



DETAILED PRICING MATRIX

SN	Item Description	Offered Specification	Unit	Quantity	Unit Price Inclusive of VAT	Total Price Inclusive of VAT	In Words	Remarks
2	<p>Mini Truck Desired Specification: Seating Capacity: 2 (Driver + 1) Minimum Steering Type : Power Steering Fuel : Diesel Fuel Tank Capacity : 45 Litre (Minimum) Body Type: Mini Truck with Body Drive Mode : 4WD Braking System: Drum Payload in Kg: 1500 (Minimum) Front Windshield: Single Piece Laminated Wheel Base: 2500 mm (Minimum) Suspension: Leaf Spring with Hydraulic shock absorber Engine: With Turbo Steering Position: Right Hand Max Engine Torque: 230 Nm (Minimum)</p>		No.	1				



NB: Catalogue must be provided.

One times delivery required in each working area of SAHAMATI/ERCN.

Delivery of the items must be done within fifteen (15) days of issuance of suppliers purchase order.

Validity of this offer (minimum 180 days):	
Commitment to offer fixed prices for 12 months if contract is awarded to your company?	
Payment Conditions:	



Document to be copied by the BANK on its own Letterhead paper.

SOLVENCY CERTIFICATE

I undersigned(name)
.....

Acting in my quality of (position in bank)
.....

On behalf of Bank (bank Name)

Having its registered address (bank address)
.....

And fully authorized to represent it,

Hereby certify that (Company name)
.....

Having its registered office in (Company address)
.....

And legally represented by (Company rep)
.....

Owens a company bank account in our bank agency.

I also certify that this company is solvent, that the company has not filed for bankruptcy and is not in a process of receivership or liquidation.



Appendix 05: SAHAMATI's Terms and Conditions

These Terms and Conditions are the ground for a professional working relationship between SAHAMATI and the suppliers.

They are general terms and conditions valid unless others particular conditions are mentioned in the contract. In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Terms and conditions.

I. Principles of the procurement procedures

SAHAMATI has transparent procedures to award procurement. Essential principles are

- *Transparency* in the procurement process
- *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

- Authorisation to perform the procurement
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

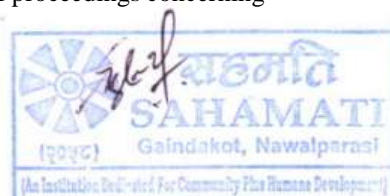
II. Misbehaviour, ineligibility and exclusion

SAHAMATI considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:

- **Fraud** defined as any intentional act or omission relating to:
 - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of SAHAMATI or institutional donors' funds.
 - Non-disclosure of information, with the same effect
- The misapplication of such funds for purposes other than those for which they were originally granted.
- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage SAHAMATI or institutional donors' financial interests.
- **Collusion:** the co-ordination of firm's competitive behaviour, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms, but can also be tacit.
- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- **Bribery:** to offer SAHAMATI employees monetary or in-kind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, or any other donor funding SAHAMATI.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors.

SAHAMATI will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have enter into an arrangement with creditors, to have suspended business activities, to be the subject of proceedings concerning



those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

- To have been **convicted of an offence** concerning professional conduct by a judgement.
- To have been **guilty of grave professional misconduct** proven by any means that SAHAMATI can justify.
- To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where SAHAMATI is operating or where the contract is to be performed.
- They have been the **subject of a judgement** that has the decision for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests.
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure.

SAHAMATI will not award contracts to candidates or tenderers who, during the procurement procedure:

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required SAHAMATI as a condition of participation in the contract procedure or fail to supply this information.

III. Administrative and financial sanctions

In the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices SAHAMATI will impose:

- **Administrative sanctions:**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

- **Financial sanctions:**

SAHAMATI will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by SAHAMATI.

IV. Information of and access for the Donors

SAHAMATI will inform immediately the Institutional Donors and will provide all the relevant information in the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the contractors agree to guarantee a right of access to their financial and accounting documents to the representatives of SAHAMATI's institutional donors for the purposes of checks and audits.

V. Documents to be a supplier

Hereafter is the minimal documentation a contractor working with SAHAMATI will have to provide:

- Personnel national ID document of the supplier/company representative
- Status and registration of the company
- Mission order or power of attorney authorising the representative to contact

Important note: Additional documentation may be required for a particular market.

In addition, the contractor must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp.

VI. Anti-Corruption Action

If you believe that the action of anyone (or a group of people) working or volunteering for SAHAMATI programs is responsible for violating the above rules, you should file a report through the Email.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. SAHAMATI will use all reasonable efforts to preserve the confidentiality of the informer and to protect informer against any possible retaliation.

Reports are to be sent as follows: info@sahamati.org



TO BE FILLED OUT BY THE BIDDER

I, undersigned*representative name*..... representative of*company name*..... certified that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of SAHAMATI Terms and Conditions and I commit to achieve the best performances in the event*company name*..... is awarded a market.

By signing, I certify that*company name*..... has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions .

Last, I hereby certify that *company name* is not involved in any pending lawsuit, claim or action in the Company's name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

All the supplier's responsibilities mentions in this document extend to any supplier affiliates and subsidiaries.

Name:

Date:

Position:

Stamp:

Signature:

