

BIDDING DOCUMENT
FOR
THE
PROCUREMENT OF
PORTABLE X RAY
THROUGH CATALOGUE SHOPPING
METHOD



Contract No: Thaha/Cat/03



Thaha Municipality, Makawanpur

Issued on: Jun 24, 2024

Issued to: **Producer / Authorized Distributors**

Jun , 2024



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Thaha Municipality Office of Municipal Executive

Notice for the Procurement of Portable X ray Through Catalogue Shopping Method

Date of publication: Jun 24, 2024

1. **Thaha Municipality** 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	Item & Quantity	General Specification	Last Date & Time of Submission & Opening
1	Procurement of Portable X ray	See in attached file named as Technical Specification	Submission Date: July 01, 2024, 12:00 Opening Date: Jul 01, 2024, 13:00

2. Interested Authorized Distributors may submit their proposal along with Company registration, VAT/PAN Registration/Tax clearance Certificate of 2080/081 along with Authorized specification/ Rate with detail catalogue and Authorization Certificate.
3. The Purchaser reserves the right to accept or reject the Proposal without assigning any reason, whatsoever.
4. Further details may be obtained from the office of Thaha Municipality, www.thahamun.gov.np.



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Section I. Invitation for the Procurement through Catalogue Shopping Method

1. The *Office of Thaha Municipality* invites Proposals for the supply, delivery and installation of Portable X Ray 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 Thaha Municipality, Makawanpur on or before **July 01** at or before **12:00 Hrs**
4. Proposals shall be Opened at the office of Thaha Municipality , Makawanpur on **July 01, 2024** at **13:00 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. 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) Up to date Firm/Company Registration Certificate
 - b) VAT and PAN Registration Certificates
 - c) Tax Clearance Certificate of FY2080/081
 - d) Manufacturer's Authorization Certificate
 - e) Other documents as needed
 - f) Registration fee of Rs 3000.
8. The bid bond of Rs 100,000 (One lakhs only) price quoted by bidder and valid upto 90 days or distributors may deposit the cash to the deposit account of Thaha Nagarpalika as follows
Name of Account : Thaha Municipality Ga 3.1 Local Level Deposit
Account Account Number : 0508401155738030
Name of Bank : Agriculture Development Bank
9. Distributor not submitted request letter to register in standing list of Thaha Municipality, 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: *Thaha Municipality*
Address of the Purchaser: ,Makawanpur

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Section II. Conditions of Contract

1. **Definitions**
- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
 - c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;
 - d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
 - e. "The Purchaser" means the procuring entity purchasing the goods;
 - f. "The Supplier" means the organization supplying the goods and services under this contract.
2. **Technical Specification**
- 2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
3. **Patent Right**
- 3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
4. **Performance Security**
- 4.1 Within three days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents for the due performance of the Contract in the amounts specified as following formula.
- Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price}$.
- 4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.
- 4.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month.
- 4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier
5. **Inspection and Tests**
- 5.1 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.
6. **Packing**
- 5.1 The Supplier shall provide such packing of the goods as is



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required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.

- 5.2 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.
- 5.3 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.

7. 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.



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Section II. Conditions of Contract

- 8. Warranty**
- 7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 7.2 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.
- 7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 7.4 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.
- 9. 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.
- 10. Prices**
- 9.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its Proposals.
- 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**
- 16.1 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.
- 16.2 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 :
- a. give or propose improper inducement directly or indirectly,
 - b. distortion or misrepresentation of facts
 - c. engaging or being involved in corrupt or fraudulent

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Section II. Conditions of Contract



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- practice
- d. interference in participation of other prospective bidders.
 - e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..
 - g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

17. Blacklisting Supplier

- 17.1 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 contract or the completed work is not of the specified quality as per the contract ,
 - c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.

17.2 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.

18. Dispute Resolution

- 18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

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Section III. Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery to the final destination where the Goods is required to be delivered.

Number	Description	Quantity	Place of Delivery	Delivery schedule days/weeks/months from _ _____
1	Portable Xray	1(One)	Office of Thaha Municipality, Makawanpur	Within 7 days after signing contract agreement



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TECHNICAL SPECIFICATION OF PORTABLE XRAY

Technical Specification of Portable Mobile X-ray Machine

S.N.	Purchaser's Specifications
	Portable Mobile X-Ray Machine
	Manufacturer:
	Brand:
	Type/Model:
	Country of Origin:
1	Description of Function:
1.1	A general purpose portable mobile x-ray machine.
2	Operational requirements
2.1	It shall be suitable to be used for adult as well as pediatrics patient in general radiography.
2.2	Compact, lightweight, easily transportable mobile radiographic unit suitable for bedside X-ray for trauma units (accidental cases), intensive care units, operation theatres and also in the Radiology department for conventional radiography.
3	System Configuration
3.1	Portable mobile x-ray with Inbuilt generator and control system, 1 unit. Radiographic patient table, 1 unit. Vertical bulky stand, 1 unit.
4	Technical Specifications
	X-Ray Generator:
4.1	Should have high frequency X-Ray Generator.
4.2	Should have frequency of 40 KHZ or more.
4.3	Output power must be 5KW or more.
4.4	KV Range: 40 to 100 KV or more with increment of 1KV steps.
4.5	mA Range: at least up to 100 mA or more.
4.6	mAs Range: 1 to 200 mAs.
4.7	Should have Digital Display of KV, mA & mAs.
	X-Ray Tube:
4.8	Should have Stationary/ rotating anode type x-ray tube.
4.9	Focal Spot: 1.8mm ² or lesser.
4.10	Anode heat capacity should be 35 KIU or more.
4.11	Manual Collimator with auto shut facility.
	Control Panel:
4.12	12" or more full color touch screen display for Image acquisition with processing software.
4.13	Display of KV, mA & mAs.
4.15	Anatomical programming up to 150 pre-programmed functions in which automatic selection of factors is done according to the body part selection
4.16	Should have Error Indication in case of malfunction.
	Stand:
4.17	The stand should have gas spring-based counter balanced arm for noiseless operation.
4.18	The Arm should be dual-articulated to keep the tube-head always straight for ease of positioning.

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4.19	The cable should be concealed in the arm for hygienic advantages especially in ICU usages.
Radiography Patient Table:	
4.20	It shall be radio translucent 4-way movement floating table i.e., movement possible along the x axis and y axis. Load capacity: at least 180kg.
4.21	The Table should consist of motorized reciprocating bucky with Grid. Grid Size: 17 1/4" x 18 7/8" Grid Ratio: 8:1 Grid LPI: at least 85 lines/inch
4.22	The Bucky should be locked at any desired length position by an electromagnetic brake/lock.
4.23	The tabletop should be made of low radiation absorption as well as water proof material.
4.24	It should be able to accept all the cassette size up to 14"x17".
4.25	Various table accessories such as SS cassette tray, compression band, etc. must be provided with the system.
Floor Mounted Bulky Stand:	
4.26	It should be floor mounted vertical bucky stand with oscillating Grid and SS cassette with following parameters: Grid Ratio: 8:1 Grid LPI: at least 85 lines/inch
4.27	The Bucky must have smooth up & down movement.
4.28	It should be able to accept all the cassette size up to 14"x17".
5	Accessories, Spare Parts and Consumables
5.1	Must be provided with following accessories: <ul style="list-style-type: none"> • Lead Apron coat type with at least 0.25mm lead: 2 Nos. • Thyroid shield: 2 Nos. • Children gonad shield(male/female): 1 set each • Fuse: 2 pc extra • Halogen lamp: 2 pc extra
5.2	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidder's must specify the quantity of every item included in their offer (including items not specified above).
6	Operating Environment
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, humidity, etc.
6.2	Power supply: 200-220 VAC, 50Hz, single phase fitted with appropriate plug.
6.3	Must be supplied with suitable external voltage stabilizer compatible with the system.
7	Standards and Safety Requirements

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7.1	Must submit ISO13485 certificate for Medical Devices.
7.2	Must submit European CE (93/42 EEC Directivas) certificate from notified body having four digit notifying body number or USFDA 510K approved product certificate.
7.3	Shall meet: IEC 60601-1-3 - Part 1: General Requirements for safety - Collateral Standard: General Requirements for Radiation Protection In Diagnostic X-Ray Equipment or shall be BIS and AERB Approved or equivalent.
8	User Training
8.1	The Supplier shall conduct user training for this equipment to enable operators to use the equipment properly. The training shall include the use of all operational functions of the equipment as well as routine checks and maintenance expected by users
9	Warranty
9.1	Comprehensive warranty for 3 years for the entire system and 2 years of free service after comprehensive warranty period is over. The warranty starts from the day of complete satisfactory installation of the equipment.
10	Maintenance Service During Warranty Period
10.1	During warranty period supplier must ensure at least 2 preventive maintenance visits annually and corrective/breakdown maintenance whenever required. (Written commitment to be provided by the bidder.)
11	Installation & Commissioning
11.1	The bidder must arrange for the equipment to be installed and commissioned by certified or qualified personnel; any prerequisites for installation to be communicated to the purchaser in advance, in detail.
12	Documentation:
12.1	Must provide user (Operating) manual in English upon installation.
12.2	Must provide service (Technical / Maintenance) manual in English upon installation.
12.3	Must submit certificate of calibration and inspection from factory upon installation.


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The facilities given with machines should be included. (Eg. servicing, reagent or other these kinds of facilities)

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Section V. Sample Forms

1. Proposals and Price Schedules

Date:

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

Having examined the Catalogue Shopping Documents(CSD), we the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said CSD documents for the sum of *[total amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposals.

We undertake, if our Proposals is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Proposals for a Period of 15 days from the last date fixed for submission of the Proposals..

Until a formal Contract is prepared and executed, this Proposals, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Proposals you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Proposals for and on behalf of _____



(Handwritten signature)
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2.

Price Schedule

Name of Supplier _____, Page of _____

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit price (Site Delivery)	Total price per item (cols. 4 x 5)	Remarks
1	Portable X-ray	Set	1			
Total Amount						
Add 13% Value Added Tax						
Total Including VAT						

Total Price (in words)

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail

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3. Form of Agreement

THIS AGREEMENT made the _____ day of _____ 20 between [name of Purchaser] (hereinafter called "the Purchaser") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Priced Quotation for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Proposals by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Proposals Form and the Price Schedule submitted by the Supplier;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The Conditions of Contract; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:

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