

STANDARD BIDDING DOCUMENT

Procurement of Goods Sealed Quotation

[For Procurement of Goods between NRs.0.5 Million to NRs. 2.00 Million and for Health equipment and drugs between NRs.0.5 Million to NRs.5.00 Million]

**Issued by:
Government of Nepal
Public Procurement Monitoring Office
Tahachal, Kathmandu**

**January 2018
(First Revision May,2019)**

Table of Contents

Introduction and Instructions	
Section I. Invitation for Sealed Quotation	
Section II. Instructions to Bidders	
Section III. Bid data sheet.....	
Section IV. Quotation form and price Schedule	
Section V. Schedule of requirements.....	
Section VI. General Conditions of contract	
Section VII.Special Conditions of contract	
Section VIII.Contract form	

Introduction and Instructions

Introduction

1. This Standard Bidding Documents has been prepared by Government of Nepal (GON), Public Procurement Monitoring Office (PPMO) for use in the procurement of Goods (value upto NRs.2.00 million/ for Health equipment and drugs upto NRs.5.00 Million through Sealed Quotation.
2. This Introduction and Instruction part of the SBD should not be incorporated into the bidding documents of Public Entities (PEs) that may be issued to the Supplier as a part of bid documents. This part is only for the use of Purchaser in order to prepare a proper bidding document.
3. If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Abbreviations

PM.....	Phidim Municipality
BDS.....	Bid Data Sheet
BD	Bidding Document
DCS.....	Delivery and Completion Schedule
DP	Development Partner
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC.....	International Chamber of Commerce
IFB	Invitation for Bids
Incoterms.....	International Commercial Terms
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SR	Schedule of Requirements
TS.....	Technical Specifications
VAT	Value Added Tax
MSI	Medicine Surgical Items

Section - I
Invitation for Sealed Quotation

Invitation for Sealed Quotation

Name of the Office: Phidim Municipality

Address of the Office: Phidim Municipality

Phidim - 04

Pachthar

Province One

Nepal

Invitation for Sealed Quotation for the procurement of

Sealed Quotation No: PM/MSI/NCB/GOODS/13-2077/078

Date of first Publication: 08-12-2020

1. The Phidim Municipality invites sealed quotations from registered Suppliers for the Procurement of Medicine and Medicine related Goods.
2. Eligible Suppliers may obtain further information and inspect the Sealed quotation Forms at the office of Phidim Municipality
Phidim - 04
Pachthar
Province One
Nepal, 024520107, 024521008, phidim.municipality@gmail.com.
OR
[may visit PPMO website www.bolpatra.gov.np.]
3. If hard copy is allowed then a complete set of Bidding Documents may be purchased from the office Phidim Municipality
Phidim - 04
Pachthar
Province One
Nepal and the office Phidim Municipality
Phidim - 04
Pachthar
Province One
Nepal by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs.3000.0 till 23-12-2020 12:00 during office hours.
4. Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP i.e www.bopatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit the cost of bidding document in the following account
i. Name of the Bank :Nepal Bank Ltd. ii. Name of Office :Phidim Municipality
iii. Office Code no : iv. Office Account No :06703000001001000001
v. Rajaswa (revenue) Shirshak No :
5. Sealed bids must be submitted to the office Phidim Municipality
Phidim - 04
Pachthar
Province One
Nepal by hand or through e-GP system i.e www.bopatra.gov.np/egp on or before 23-12-2020 12:00. Bids received after this deadline will be rejected.
6. The bids will be opened in the presence of Bidders' representatives who choose to attend at 23-12-2020 13:00 at the office of Phidim Municipality
Phidim - 04
Pachthar
Province One
Nepal.
Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of 58000 , which shall be valid for 30 days beyond the validity period of the bid (i.e. [Refer Clause ITB 20.1]). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No.[06703000003000000001] at [Nepal Bank Ltd. , Phidim] and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission
8. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.

Section - II

Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for Interested Suppliers to prepare responsive bids, in accordance with the requirements of the Purchaser. It should also give information on bid submission, opening and evaluation, and award of Contract. These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

Section II. Instructions to Bidder

1. Scope of Works	<p>1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.</p>
2. Eligible Bidder	<p>2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.</p> <ul style="list-style-type: none"> a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate for the Fiscal Year d) Business registration certificate (if required) e) Power of Attorney to sign the Sealed Quotation f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Sealed Quotation is submitted from JV. g) Other documents as needed [Please specify] <p>2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.</p> <p>2.3 Firms shall be excluded in any of the cases, if the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV shall not be eligible to participate in procurement process till the concerned Court has not issued the decision of clearance against the Corruption Charges.</p>
3. One Quotation per Bidder	<p>3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.</p>
4. Cost of Bidding	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotation and the Purchaser shall in no case be liable for those costs.</p>

5. Site Visit	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.
----------------------	--

6. Content of Quotation Form	<p>6.1 The Quotation Form comprise the documents listed below:</p> <ol style="list-style-type: none"> 1. Section I: Invitation for Sealed Quotation (SQ) 2. Section II: Instructions to Bidders 3. Section III: Bid Data Sheet 4. Section IV Quotation Forms and Price Schedule 5. Section V: Schedule of Requirements 6. Section VI: General Conditions of Contract (GCC) 7. Section VII: Special Conditions of Contract 8. Section VIII: Contract Form
7. Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
8. Language of Quotation	8.1 All documents relating to the Quotation shall be in English or in Nepali.
9. Documents Comprising Quotation	<p>9.1 The Quotation by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> a. Quotation Form and Price Schedules b. Bid Security c. Schedule of Requirements
10. Quotation Prices	<p>10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract.</p> <p>10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.</p> <p>10.3 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.</p>

11. Quotation Validity	11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
12. Quotation/Bid Security	12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security as specified in the BDS . In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder

	<p>accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive.</p> <p>12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Purchaser's Account as specified in the BDS <p>In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid</p> <p>12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>12.4 The Bid security shall be forfeited if:</p> <ul style="list-style-type: none"> (a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline. (b) a Bidder changes the prices or substance of the Sealed Quotation while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause 26; (d) the successful Bidder fails to: <ul style="list-style-type: none"> (i) furnish a performance security in accordance with clause 25; (ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or (iii) accept the correction of arithmetical errors pursuant to clause 19.1 (iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification
13. Format and Signing of Quotations	<p>13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.</p>

14. Sealing and Marking of Quotations	<p>14.1 Bidders may submit their bids by manually or by electronically. When so specified in the BDS. Procedures for submission, sealing and marking are as follows:</p> <p>Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed quotation.</p> <p>14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS</p>
15. Deadline for Submission of Quotations	<p>15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.</p>
16. Late Quotation	<p>16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.</p>
17. Modification And Withdrawal	<p>17.1 Sealed Quotations once submitted shall not be withdrawn or modified.</p>
18. Bid Opening	<p>18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS</p> <p>18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
19. Process to be Confidential	<p>19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.</p>

20. Examination of Quotations	<p>20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation</p> <ul style="list-style-type: none">(a) meets the eligibility criteria defined in Clause 2;(b) has been properly signed by the authorized person;(c) is accompanied by the required securities; and(d) is substantially responsive to the requirements of the Bidding documents.
--	--

<p>21. Evaluation and Comparison of Quotations</p>	<p>21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:</p> <ul style="list-style-type: none"> (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above. <p>21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.</p> <p>21.4 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded during the evaluation.</p>
---	---

22. Award of Contract	<p>22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of</p>
------------------------------	---

	<p>JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be rejected.</p>
23. Purchaser's Right to Accept or Reject	<p>23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.</p>
24. Notification of Award and Signing of Agreement	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and , upon which the Contract shall then be awarded to the next successive successful Bidder.</p>

<p>25. Performance Security</p>	<p>25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p>Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}$</p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
<p>26. Corrupt or Fraudulent Practices</p>	<p>26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>26.2 In case of a natural person or firm/institution/company which is</p>
	<p>already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.</p>

<p>27. Conduct of Bidders</p>	<p>27.1 The Bidder 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>27.2 The Bidder 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"> a) give or propose improper inducement directly or 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 cause harm to the person or the property of any person to be 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.. <p>27.3 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</p>
<p>28. Blacklisting Bidder</p>	<p>28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2, b) if it is proved later that the bidder/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 bidder from participating in the contract.

	<p>d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</p> <p>e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.,</p> <p>28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>
29. Publication of contract award notice	<p>29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office, Such notice shall also be posted in its website and PPMO's website.</p> <ol style="list-style-type: none"> Name of the procurement, IFB number, date and name of newspaper published the IFB notice, Name of the successful Bidder, and the contract price. <p>29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.</p>
30. Provision of PPA and PPR	<p>30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.</p>

Section III Bid Data Sheet

ITB 1	<p>The scope of Supply is :</p> <p>The number of the Invitation for Sealed Quotation (SQ) is :PM/MSI/NCB/GOODS/13-2077/078The Purchaser is: Phidim Municipality</p> <p>The Name of the Project is :Procurement of Medicine and Medicine related Goods</p>
ITB 10	<p>The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of NRs.58000, which shall be valid for 30 days beyond the validity period of the bid.</p>
ITB 10(a)	<p>Cash Deposit Account for Bid Security:</p> <p>Bank Name:Nepal Bank Ltd.</p> <p>Bank Address:Phidim</p> <p>Account holder's Name:Phidim Municipality</p> <p>Account Number:06703000003000000001</p>
ITB 14.1	<p>Bidders shall or shall not have the option of submitting their bids electronically. Bidders shall follow the electronic bid submission procedures specified below:</p> <p>i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline.</p> <p>ii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the BDS or may download the from e-GP system.</p> <p>iii. The registered bidders need to maintain their profile data required during preparation of bids.</p> <p>iv. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IFQ. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the bid.</p> <p>v. The bidder can prepare the their bids using data and documents maintained in bidder's profile and forms/format provided in Sealed Quotation Document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.</p> <p>vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their bids.</p> <p>vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.The required forms and documents shall be part of technical bids:</p> <p>1. Letter of Quotation (Mandatory)</p> <p>2.Quotation Security /Bank Guarantee (Mandatory)</p> <p>3. Company registration (Mandatory)</p> <p>4. VAT registration (Mandatory)</p> <p>5. Tax clearances certificate or evidence of tax return submission for the F/Y (Mandatory)</p> <p>6. Power of Attorney of Bid signatory (Mandatory)</p> <p>7. Completed Price Schedule (Mandatory)</p> <p>8. Bank Voucher for cost of bid document (Mandatory)</p> <p>9. Joint venture agreement (Mandatory in case of JV Bid)</p> <p>10. Additional documents specified in Bidding Document (any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO)</p> <p>Note: The documents specified as "Mandatory" should be included in e-submission.</p> <p>viii. After providing all the details and documents, bid response documents will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.</p> <p>ix. For verifying the authentic user, the system will send one time password in the registered email address of the bidder. System will validate the OTP and allow bidder to submit their bid.</p> <p>x. Once Quotation is submitted, bidders won't able to modify/withdrawal their bid.</p> <p>xi. The Bidder/Quotation shall meet the following requirements and conditions for e-submission of bids:</p> <p>a) The e-submitted Quotations must be readable through PDF reader.The facility for submission of Quotation electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Purchaser shall be held liable for Bidder's inability to use this facility.b) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.</p>
ITB 15	<p>The deadline for Sealed Quotation submission is:23-12-2020 12:00</p> <p>Address:Phidim Municipality</p> <p>Phidim - 04</p> <p>Pachthar</p> <p>Province One</p> <p>Nepal</p>

ITB 18	<p>The Sealed Quotation opening shall take place at :</p> <p>Address :Phidim Municipality</p> <p>Phidim - 04</p> <p>Pachthar</p> <p>Province One</p> <p>Nepal</p> <p>Date and Time:23-12-2020 13:00</p> <p>a) e-GP system allows to download the Sealed Quotation response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.</p> <p>b)The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders’ representatives who choose to attend</p>
--------	--

Section - IV

Sample Forms

1. Quotation and Price Schedules

Date:

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

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said SQ documents for the sum of *[total SQ 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 SQ.

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SQ for a Period of **45** days from the date fixed for SQ opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this SQ, 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 SQ you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign SQ for and on behalf of _____

2. Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4	Bidder's Year of Registration:	
5	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	Attached are copies of the following original documents. <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm	

3. Price Schedule for Goods

Name of Bidder _____ Contract Identification Number _____

Item	Description	Country of Origin	Quantity	Unit Price ¹ EXW (in NRs)		Total Price (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
Total						
VAT						
Grand Total						

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost.

[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Sealed Quotation for and on behalf of _____

Date: _____

¹ 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 entered separately.

4. Bid Security

Bank's Name, and Address of Issuing Branch or Office

(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: name and address of Employer.....

Date:.....

Bid Security No.:

We have been informed that [*insert name of the Bidder*] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of name of Contract under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we..... name of Bank.hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.amount in figures (. amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the datenumber.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Bank's seal and authorized signature(s) . . .

Note:

The bid security of has been counter guaranteed by the Bankon

..... (Applicable for Bid Security of Foreign Banks).

2. Section V. Schedule of Requirements

1. Delivery and Completion Schedule

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for delivery to the Project Site or to another common place.²

Number	Description	Quantity	Unit	Required Delivery Schedule (In Days/weeks/months from the date of signing the contract)	Bidder's offered Delivery date [to be provided by the bidder]

² The delivery may be specified for a single delivery , or for several partial deliveries, for a specific date, or range of acceptable delivery periods.

2. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract.

Purchaser Requirement

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards		Bidders proposed		Reference page/ no. / Catlogue page/ no.	The bidder shall state as Fully complaint/ Partially complaint/ Non complaint
		Particulars	Requirements	proposed technical description,specification and standard			
				Particulars	details		
1	2	3	4	5			6

[Provide information on Column 1 to Column 4]

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

Schedule of Requirement

1. List of Goods and Related Services

1 Medical and laboratory devices optical and precision devices watches and clocks pharmaceuticals and			
Procument Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
1	Inj. Lignocaine	Vial	100.0
2	Paracetamol Tab.	Tablet	24000.0
3	Paracetamol 125mg/5ml	suspension	5000.0
4	Ibuprofen Tab.	Tablet	8000.0
5	chlorpheniramine	Tablet	5000.0
6	Pheniramine	injection	800.0
7	Metronidazole Tab	Tablet	20000.0
8	Metronidazole 200mg/5ml	suspension	2000.0
9	1. Amoxycillin	Capsule	40000.0
10	2. Amoxycillin	D. Tablet	10000.0
11	1. Ciprofloxacin	Tablet	9000.0
12	2. Ciprofloxacin	Tablet	4000.0
13	3. Ciprofloxacin	Eye/ear drop	1600.0
14	1. sulfamethoxazole + trimethoprim	tablet	1000.0
15	2. sulfamethoxazole + trimethoprim	tablet	5000.0
16	3. sulfamethoxazole + trimethoprim	tablet	2000.0
17	doxycycline	capsule	6000.0
18	Neomycin skin oint	ointment	2000.0
19	Ferrous sulphate	tablet	12000.0
20	Vitamin B complex	Capsule	8000.0
21	Compound solution of sodium Lactate	Ph	200.0
22	Atenolol	tablet	2000.0
23	Albandazole	tablet	1000.0
24	Calamine lotion 15% w/v	bottle	500.0
25	Gamma benzene hexachloride	bottle	500.0
26	Povidine Iodine 5%	bottle	200.0
27	Alu Hydroxide + Mag.Hydroxide	Tablet	10000.0
28	Ranitidine	tablet	20000.0
29	Hyoscine butylbromide	Tablet	5000.0
30	ORS	Packet	2000.0
31	Clove Oil	vial	400.0

Procurement Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
32	Metoclopramide	Tablet	2500.0
33	Promethazine HCL	Tablet	2000.0
34	Charcol activated	packet	100.0
35	Benzoic acid + Salicylic acid	Ointment	400.0
36	Frusemide	Tablet	1000.0
37	Dexamethasone4mg/ml	Injection	100.0
38	Salbutamol	Tablet	1000.0
39	Adrenaline	Ampoule	100.0
40	Silver Sulphadiazine 1%	Ointment	400.0
41	Clotrimazole 1%	ointment	2000.0
42	Gention Violet 1%	Bottle	200.0
43	Water for Injection	Ampule	450.0
44	Rectified sprit 40%	bottle	200.0
45	1. Syringe	Piece	2000.0
46	2. Syringe	Piece	2400.0
47	Surgical gloves	Pair	2900.0
48	Iv set	Piece	1000.0
49	Cotton roll	Roll	50.0
50	Bandage	Than	50.0
51	Gauze than	Than	50.0
52	Adhesive Tape	Roll	200.0
53	Iv Cannula	Piece	500.0
54	suture set	Packet	200.0
55	Surgical blade	Pieces	400.0
56	Catgut	packet	200.0
57	Chlorine Powder	Packet	200.0
58	Phenol	Bottle	120.0

2. Delivery and Completion Schedule

1 Medical and laboratory devices optical and precision devices watches and clocks pharmaceuticals and

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
1	Inj. Lignocaine	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
2	Paracetamol Tab.	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
3	Paracetamol 125mg/5ml	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
4	Ibuprofen Tab.	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
5	chlorpheniramine	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
6	Pheniramine	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
7	Metronidazole Tab	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
8	Metronidazole 200mg/5ml	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
9	1. Amoxycillin	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
10	2. Amoxycillin	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
11	1. Ciprofloxacin	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
12	2. Ciprofloxacin	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
13	3. Ciprofloxacin	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
14	1. sulfamethoxazole + trimethoprim	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
15	2. sulfamethoxazole + trimethoprim	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
16	3. sulfamethoxazole + trimethoprim	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
17	doxycycline	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
18	Neomycin skin oint	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
19	Ferrous sulphate	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
20	Vitamin B complex	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
21	Compound solution of sodium Lactate	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
22	Atenolol	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
23	Albandazole	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
24	Calamine lotion 15% w/v	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
25	Gamma benzene hexachloride	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
26	Povidine Iodine 5%	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
27	Alu Hydroxide + Mag.Hydroxide	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
28	Ranitidine	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
29	Hyoscine butylbromide	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
30	ORS	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
31	Clove Oil	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
32	Metoclopramide	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
33	Promethazine HCL	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
34	Charcol activated	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
35	Benzoic acid + Salicylic acid	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
36	Frusemide	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
37	Dexamethasone 4mg/ml	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
38	Salbutamol	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
39	Adrenaline	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
40	Silver Sulphadiazine 1%	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
41	Clotrimazole 1%	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
42	Gention Violet 1%	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
43	Water for Injection	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
44	Rectified sprit 40%	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
45	1. Syringe	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
46	2. Syringe	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
47	Surgical gloves	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
48	Iv set	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
49	Cotton roll	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
50	Bandage	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
51	Gauze than	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
52	Adhesive Tape	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
53	Iv Cannula	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
54	suture set	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
55	Surgical blade	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
56	Catgut	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
57	Chlorine Powder	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	
58	Phenol	Phidim Municipality	After the signing of Agreement	Within 3 months from date of Contract	

Technical Specifications

1 Medical and laboratory devices optical and precision devices watches and clocks pharmaceuticals and

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	Inj. Lignocaine	Attached Separately	Attached Separately	
2	Paracetamol Tab.	Attached Separately	Attached Separately	
3	Paracetamol 125mg/5ml	Attached Separately	Attached Separately	
4	Ibuprofen Tab.	Attached Separately	Attached Separately	
5	chlorpheniramine	Attached Separately	Attached Separately	
6	Pheniramine	Attached Separately	Attached Separately	
7	Metronidazole Tab	Attached Separately	Attached Separately	
8	Metronidazole 200mg/5ml	Attached Separately	Attached Separately	
9	1. Amoxycillin	Attached Separately	Attached Separately	
10	2. Amoxycillin	Attached Separately	Attached Separately	
		Attached Separately	Attached Separately	
11	1. Ciprofloxacin	Attached Separately	Attached Separately	
12	2. Ciprofloxacin	Attached Separately	Attached Separately	
13	3. Ciprofloxacin	Attached Separately	Attached Separately	
14	1. sulfamethoxazole + trimethoprim	Attached Separately	Attached Separately	
15	2. sulfamethoxazole + trimethoprim	Attached Separately	Attached Separately	
16	3. sulfamethoxazole + trimethoprim	Attached Separately	Attached Separately	
17	doxycycline	Attached Separately	Attached Separately	
18	Neomycin skin oint	Attached Separately	Attached Separately	
19	Ferrous sulphate	Attached Separately	Attached Separately	
20	Vitamin B complex	Attached Separately	Attached Separately	
21	Compound solution of sodium Lactate	Attached Separately	Attached Separately	
22	Atenolol	Attached Separately	Attached Separately	
23	Albandazole	Attached Separately	Attached Separately	
24	Calamine lotion 15% w/v	Attached Separately	Attached Separately	
25	Gamma benzene hexachloride	Attached Separately	Attached Separately	
26	Povidine Iodine 5%	Attached Separately	Attached Separately	
27	Alu Hydroxide + Mag.Hydroxide	Attached Separately	Attached Separately	
28	Ranitidine	Attached Separately	Attached Separately	
29	Hyoscine butylbromide	Attached Separately	Attached Separately	
30	ORS	Attached Separately	Attached Separately	
31	Clove Oil	Attached Separately	Attached Separately	
32	Metoclopramide	Attached Separately	Attached Separately	
33	Promethazine HCL	Attached Separately	Attached Separately	
34	Charcol activated	Attached Separately	Attached Separately	
35	Benzoic acid + Salicylic acid	Attached Separately	Attached Separately	

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
36	Frusemide	Attached Separately	Attached Separately	
37	Dexamethasone 4mg/ml	Attached Separately	Attached Separately	
38	Salbutamol	Attached Separately	Attached Separately	
39	Adrenaline	Attached Separately	Attached Separately	
40	Silver Sulphadiazine 1%	Attached Separately	Attached Separately	
41	Clotrimazole 1%	Attached Separately	Attached Separately	
42	Gentian Violet 1%	Attached Separately	Attached Separately	
43	Water for Injection	Attached Separately	Attached Separately	
44	Rectified spirit 40%	Attached Separately	Attached Separately	
45	1. Syringe	Attached Separately	Attached Separately	
46	2. Syringe	5 ml	5 ml	
47	Surgical gloves	Attached Separately	Attached Separately	
48	Iv set	Attached Separately	Attached Separately	
49	Cotton roll	Attached Separately	Attached Separately	
50	Bandage	Attached Separately	Attached Separately	
51	Gauze than	Attached Separately	Attached Separately	
52	Adhesive Tape	Attached Separately	Attached Separately	
53	Iv Cannula	Attached Separately	Attached Separately	
54	suture set	Attached Separately	Attached Separately	
55	Surgical blade	Attached Separately	Attached Separately	
56	Catgut	Attached Separately	Attached Separately	
57	Chlorine Powder	Attached Separately	Attached Separately	
58	Phenol	Attached Separately	Attached Separately	

Conditions of Contract

Section VI. General Conditions of Contract

1. Definitions	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">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	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
3. Patent Right	<p>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.</p>

4. Performance Security	<p>4.1 Within seven 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 in the SCC.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.</p>
5. Inspection and Tests	<p>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</p> <p>5.2 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.</p>
6. Packing	<p>6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.</p> <p>6.2 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.</p> <p>6.3 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.</p>
7. Delivery of Goods	<p>7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.</p>
8. Insurance	<p>8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p>

9. Warranty	<p>9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>9.2 Unless otherwise specified in the SCC, 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>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>9.4 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>
10. Payment	<p>10.1 Payment shall be made in the Nepalese currency as specified in the SCC</p> <p>10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.</p>
11. Prices	<p>11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.</p>
12. Changed Order	<p>12.1 Where the Purchaser desires to make changes in Schedule of Requirement, it shall not exceed more than 15 percent.</p>
13. Liquidated Damages	<p>13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.</p>
14. Resolution of Disputes	<p>14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be</p>

	<p>commenced prior to or after delivery of the Goods under the Contract.</p> <p>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b. the Purchaser shall pay the Supplier any monies due the Supplier.
15. Governing Language	15.1 The Governing Language shall be: Nepali or English
16. Applicable Law	16.1 The applicable law shall be Laws of Nepal.
17. Notices	<p>17.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt</p> <p>17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
18. Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
19. Operation, Maintenance and Spare-parts Manuals	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC..
20. Conduct of Suppliers	<p>20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN's Procurement Act and Regulations.</p> <p>20.2 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 :</p> <ul style="list-style-type: none"> a. give or propose improper inducement directly or 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,

	<ul style="list-style-type: none"> 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
21. Blacklisting Supplier	<p>21.1 Without prejudice to any right of the Purchaser under this Contract, 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"> a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2, b. if the supplier fails to sign an agreement pursuant to ITB Clause 24, c. 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 , d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract. <p>21.2 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 and credit information bureau of Nepal.</p>

Section VII - Special Conditions of Contract (SCC)		
This SCC forms part of the Agreement [Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]		
GCC 1.1.1 (e)	The Purchaser shall be: Phidim Municipality	
GCC 4.1	The Currency of of the performance Security shall be in Nepalese Rupees.The amount of the performance security shall be as follows: (i) if bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. (ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: (iii) Performance Security Amount =[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.	
GCC 9.1	The warranty period shall be : [[[12 months]]]	
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: Through accounts division/unit of the Purchaser Payments shall be made in Nepalese Rupees in the following manner: Sample provisions: Advance Payment:[Usually not more than twenty (20)] percent of the contract price shall be paid within thirty (30) days of signing of the contract, and upon submission of request for advance and a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law for equivalent amount valid until the goods are delivered and accepted and in the form provided in the Bidding Document. On Delivery and acceptance:[Hundred (100) percent. of the Contract Price of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser delivered shall be paid within thirty (30) days upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s. Advance payment shall be deducted and settled in this payment. or On Delivery [Usually eighty (80)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of Tax Invoice. On acceptance: [Usually eighty (20)] percent. of the Contract Price of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. delivered shall be paid within thirty (30) days upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s or On Delivery and acceptance: One Hundred (100)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. and upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s TDS shall be deducted as per the prevailing rules and regulations. [Delete those not appropriate] Payments shall be made in Nepalese Rupees in the following manner:.	
	SL No	Milestone Name
	1	Advance payment
	2	Inspection
		Payment Percentage
		20
		80.0
GCC 17.1	For notices, the Purchaser’s address shall be: Attention: Phidim Municipality Address: Phidim Municipality Phidim - 04 Pachthar Province One Nepal Designation: Telephone: 024520107 Facsimile Number: 024521008	

	Electronic Mail Address: 024521008
GCC 17.1	<div>For notices, the Suppliers’s address shall be:</div> <div>Attention:</div> <div>Address:</div> <div>Designation:</div> <div>Telephone:Facsimile Number:</div> <div>Electronic Mail Address:</div>
GCC 19.1	The Supplier shall supply [12 Months]number of copies manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.

Section VIII. Contract Form

1. Letter of Acceptance

[on letterhead paper of the Purchaser]

Date.....

To: *(name and address of the Contractor)*

Subject: *Notification of Award*

This is to notify that your Sealed Quotation dated for execution of the *name of the contract and identification number, as given in the Contract Data/SCC* for the Contract price of Nepalese Rupees *[insert amount in figures and words in Nepalese Rupees]*, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

Name and Title of Signatory:

2. Contract 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 Sealed Quotation for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a SQ 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. Form of Agreement
 - b. The Purchaser’s Notification of Award
 - c. The General Conditions of Contract;
 - d. Special Conditions of Contract
 - e. Quotation Form and the Price Schedule submitted by the Supplier;
 - f. The Schedule of Requirements;
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:

3. Performance Security

Date :

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

4. Bank Guarantee for Advance Payment

To: *[name of the Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Drawings

Not Applicable

Technical Specification

क्र.सं.	काम/सेवाको विवरण आइटम	स्पेसिफिकेसन	इकाइ
1	2	3	4
1	Inj. Lignocaine	30 ml	Vial
2	Paracetamol Tab.	500 mg	Tablet
3	Paracetamol 125mg/5ml	60 ml	suspension
4	Ibuprofen Tab.	400 mg	Tablet
5	chlorpheniramine	4 mg	Tablet
6	Pheniramine	22.75mg	injection
7	Metronidazole Tab	400 mg	Tablet
8	Metronidazole 200mg/5ml	60 ml	suspension
9	Amoxycillin	500 mg	Capsule
10	Amoxycillin	250 mg	D. Tablet
11	Ciprofloxacin	500 mg	Tablet
12	Ciprofloxacin	250 mg	Tablet
13	Ciprofloxacin	5 ml	Eye/ear drop
14	sulfamethoxazole + trimethoprim	120mg	tablet
15	sulfamethoxazole + trimethoprim	480 mg	tablet
16	sulfamethoxazole + trimethoprim	960mg	tablet
17	doxycycline	100mg	capsule
18	Neomycin skin oint	15 gm	ointment
19	Ferrous sulphate	60 mg ele.iron	tablet
20	Vitamin B complex		Capsule
21	Compound solution of sodium Lactate	500 ml	Ph
22	Atenolol	50mg	tablet
23	Albandazole	400mg	tablet
24	Calamine lotion 15% w/v	30 ml	bottle
25	Gamma benzene hexachloride	100ml (1%)	bottle
26	Povidine Iodine 5%	500ml	bottle
27	Alu Hydroxide + Mag.Hydroxide	250mg+250mg	Tablet
28	Ranitidine	150mg	tablet
29	Hyoscine butylbromide	20mg	Tablet
30	ORS	Powder	Packet
31	Clove Oil	5ml	vial
32	Metoclopramide	10 mg	Tablet
33	Promethazine HCL	25 mg	Tablet
34	Charcol activated	10mg	packet
35	Benzoic acid + Salicylic acid	30 gm	Ointment
36	Frusemide	40 mg	Tablet
37	Dexamethasone 4mg/ml	2ml	Injection
38	Salbutamol	4 mg	Tablet
39	Adrenaline	1:1000	Ampoule
40	Silver Sulphadiazine 1%	25 gm	Ointment
41	Clotrimazole 1%	25gm	ointment
42	Gentian Violet 1%	10 ml	Bottle
43	Water for Injection	5 ml	Ampule
44	Rectified spirit 40%	450ml	bottle
45	Syringe	3 ml	Piece
46	Syringe	5 ml	Piece
47	Surgical gloves	different size	Pair

48	Iv set	different size	Piece
49	Cotton roll	400gm	Roll
50	Bandage	35TPI	Than
51	Gauze than	40TPI	Than
52	Adhesive Tape	4"	Roll
53	Iv Cannula	different size	Piece
54	suture set		Packet
55	Surgical blade	different size	Pieces
56	Catgut	2-0,3-0	packet
57	Chlorine Powder	100gm	Packet
58	Phenol	450ml	Bottle